

EXPRESSION OF INTEREST
FOR
CENTRALIZED EMPANELMENT
OF
BACK-END PARTNERS/VENDORS/ASSOCIATES
FOR
MANPOWER OUTSOURCING SERVICES

BECIL/Centralized Empanelment/2026/5483/03

Dated: 04/08/2026

Issued By: (Sh. Binay Kumar Tiwari, Dy. General Manager)

	Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No. : U32301UP1995GOI017744 <i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307 Tel: 0120-4177850, Fax: 0120-4177879 <i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011-23378823, Fax: 011-23379885 Web: www.becil.com	
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DISCLAIMER

The information contained in this Request for Proposal document (the “EOI”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. In case of any rejection/cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in EOI does not guarantee selection of bidder.

TABLE OF CONTENTS

S. No.	Description	Page No.
	Cover Page	1
	Disclaimer	2
	Table of Contents	3-5
	Notice Inviting Expression of Interest	6
Section-1	Profile of the Company	7
Section-2	Purpose of EOI/Scope of work	10
Section-3	Instruction to bidders	10
3.1	Availability of EOI Document	10
3.2	Pre-Bid Meeting	10
3.3	Debarment	11
3.4	Preparation and submission of Bid	11-13
3.5	Late Bid	13
3.6	Withdrawal and resubmission of Bid	13
3.7	BECIL's Right to accept any Bid and to reject any or all Bid/Bids	14
3.8	Correspondence with Bidder	15
3.9	Empanelment Fee	15
3.10	Amendments in EOI Document	15
3.11	Terms & Conditions of Bid	16
3.12	Deviations in Terms and Conditions of EOI	16
3.13	Right to Publish	16
3.14	Due diligence by Bidders	16
3.15	Clarifications from Bidders	17
3.16	Taxes & Duties	17
3.17	False or Misleading Claims	17
Section-4	Pre-Qualification Criteria and Technical Evaluation Sheet	18
Section-5	Opening of Bids	18
Section-6	Evaluation of Bids/Proposals	18-20
Section-7	Empanelment of the Bidder	20
7.1	Notification of Empanelment	20
7.2	Security Deposit	20
7.3	Signing of MoU and Contract	21
7.4	Empanelment Period	21
7.5	Execution of projects post empanelment	22
Section-8	General Terms & Conditions	22
8.1	Relationship between the parties	23
8.2	Intellectual property rights	23
8.3	Land and border provision	23
8.4	Indemnity	23
8.5	Signing of non-disclosure agreement	24
8.6	Code of integrity	24
8.7	Conflict of interest	24

8.8	Undue influence	25
8.9	Unlawful/unethical practices	26
8.10	Penalty for breach of integrity, unlawful/unethical practices, and undue influence	26
8.11	Blacklisting/ debarment	26
8.12	Risk and cost clause	26
8.13	Penalties	27
8.14	Confidentiality	27
8.15	Right to inspection	28
8.16	Terminations	28-29
8.17	Post termination responsibility	29
8.18	Notices	30
8.19	No waiver	30
8.20	Amendment	30
8.21	Arbitration	30-31
8.22	Jurisdiction	32
8.23	Force majeure	32
8.24	Subcontracting	32
8.25	Extension of time	32
8.26	Assignment	33
8.27	Non-exclusive	33
8.28	Personnel	33
8.29	Compliance with applicable law	33
8.30	Severability	34
8.31	Entire contract	34
8.32	Liquidated damages	34
8.33	Power of attorney	35
Section-9	Special Terms & Conditions	36
9.1	Responsibilities of the vendor	36
9.2	Payment Terms	37
9.3	MSME	37
9.4	Decisions and Instructions	38
9.5	Trademarks and Publicity	38
9.6	Title and Risk	38
Section-10	Annexures	39
Annexure-1	Minimum Pre-qualification Criteria and Technical Evaluation	39
1-A	For Project Value upto Rs. 05 Cr.	39-40
1-B	For Project Value of Rs 05 Cr. to 10 Cr.	41-42
1-C	For Project Value of Rs 10 Cr. to 30 Cr.	43-44
1-D	For Project Value of Rs. 30 Cr. to Rs. 60 Cr.	45-46
1-E	For Project Value Rs. 60 Cr. to Rs. 100 Cr.	47-48
1-F	For Project Value more than Rs. 100 Cr.	49-50
Annexure-2	Check List	51-52
Annexure-3	Format of Covering Letter	53-54
Annexure-4	Bid Submission Form	55-57
Annexure-5	Format of Non – Blacklisting	58

Annexure-6	Undertaking for Correctness/Genuineness of the documents submitted	59
Annexure-7	Format of List of the Offices in India	60
Annexure-8	Format of Power of Attorney	61-62
Annexure-9	MSME Undertaking	63
Annexure-10	Format on procurement from a Bidder of a country which shares a land border with India	64
Annexure-11	Format of Non-Disclosure Agreement	65-67
Annexure- 12	Format of MoU for empanelment	68-86
Annexure-13-A	Experience of Execution of Projects	87
Annexure-13-B	Experience/Completion/Ongoing Work Certificate	88
Annexure-14	Pan-India Execution of Assignments	89
Annexure-15	Security Deposit	90-91
Annexure-16	Standard Terms & Conditions of WO	92-100

**NOTICE INVITING EXPRESSION OF INTEREST FOR CENTRALIZED EMPANELMENT OF BACK-END
PARTNERS/VENDORS/ASSOCIATES FOR MANPOWER OUTSOURCING SERVICES**
EOI No. BECIL/Centralized Empanelment/2026/5483/03 dated: 04/08/2026



**Broadcast Engineering Consultants India Limited
(A Government of India Enterprises—Under Ministry of Information and Broadcasting)
56-A/17, Block-C, Sector-62, Noida-201307, Uttar Pradesh**

1. BECIL invites bids from the interested parties for Centralized Empanelment of Back-End Partners/Vendors/Associates in category outlined in the EOI No. BECIL/Centralized Empanelment/2025/14. Detailed EOI document containing Eligibility Criteria, selection mechanism, other terms & conditions, is available on the website www.becil.com.
2. The sealed application/bids consisting of all documents as per the requirement of EOI should be submitted in physical form in original by post or handed over/dropped in Tender Box placed at BECIL Bhawan, Noida; in an envelope, which should be super-scribed as:
 - a) "Application for Expression of Interest for Centralized Empanelment of Back-End Partners/Vendors/Associates for Manpower Outsourcing Services"
 - b) BECIL/Centralized Empanelment/2026/5483/03 Dated: 04/08/2026".

Tender Schedule

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number	BECIL/Centralized Empanelment/2026/5483/03 dated: 04-08-2026
2.	Date of Issue of EOI	04-08-2026
3.	Last date and Time for Submission of bids	25-08-2026 up to 15:00hrs
4.	Date and time of Pre-bid Meeting	11-08-2026
5.	Availability of Document	https://www.becil.com ; https://eprocure.gov.in/eprocure/app
6.	EOI document Fee (Form Fee) (Non- Refundable)	As specified in EOI document
7.	Empanelment Fee (Refundable)	As specified in EOI document
8.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
9.	Contact details for this EOI	(Sh. Binay Kumar Tiwari, Dy. General Manager) Tele- 0120-4177850, Email - binaytiwari@becil.com

All queries/communications, if any, in connection with this EOI shall be entertained **during the pre-bid meeting only.**

Sd/-
(Binay Kumar Tiwari, Dy. General Manager)
Broadcast Engineering Consultants India Limited (BECIL)
C – 56, A/17, Sector – 62, Noida – 201307 (Uttar Pradesh)
Email – binaytiwari@becil.com
Phone – 0120 – 4177850

Section-1: Profile of the Company

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, 27001:2013, ISO/IEC 2000:2012 certified Mini Ratna Central Public Sector Enterprise (CPSE) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities, content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication, Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City, Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

BECIL has its Head Office in New Delhi, Corporate Office in Noida and Regional Office in Bangalore and Kolkata. BECIL is exploring geographical expansion in many states due to diversification in business portfolios.

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, Defense and Cable Industry. Through this network of resourceful technical professionals, BECIL has established its pan India presence to serve the needs of the industry.

BECIL has a vast reservoir of experts and integrates the expertise of All India Radio (AIR) and Doordarshan (DD), the national broadcaster of India, catering to one of the largest Radio Networks reaching out to more than a billion people and the world's largest Terrestrial Television Network supplemented by Analogue and Digital satellite Broadcasting services reaching out to millions of TV homes in India and abroad.

BECIL is a professional platform which caters to all aspects of a wide spectrum of projects, from concept to completion and from regulatory to realization. BECIL's services are reliable and transparent. Adding to this, BECIL is proud to be an able interface to the Government. We believe in providing perfect professional solutions.

Section-2: Purpose of EOI/Scope of work

2.1 Purpose/Objective:

2.1.1 Through this EOI, BECIL aims to achieve its vision and mission by empaneling Back-End Partner/Vendors/Associates to collaborate on various projects. The empanelment process seeks to create a centralized system that allows BECIL to partner with organizations for:

- i. **Bidding and Proposal Preparation:** Partners will assist BECIL in preparing and participating in competitive bids for various projects, ensuring comprehensive and competitive offerings. BECIL may, if required, form a Joint Venture/Consortium with the empaneled partner, as per the requirement of the Tender/Project.
- ii. **Project Execution:** Partners, once selected for the particular project will jointly execute those projects with BECIL, (in the area in which they have been empaneled) which are awarded either through tender processes or on nomination basis.

2.2 Scope of Work:

Broadcast Engineering Consultants India Limited (BECIL) has been engaged as service provider by the various Clients for providing manpower services on contractual basis.

Through this EOI, BECIL intends to empanel an agency/agencies for providing manpower services to its clients for the given scope of work as per the procedure defined in this EOI document.

- a) The selected agency shall provide skilled, semi-skilled, and unskilled manpower as per the requirements of various government organizations wherever there's any opportunity.
- b) The workforce shall include (but not be limited to) administrative staff, technical personnel, data entry operators, field staff, and other categories as per the contract.
- c) The selected agency may also have to take over existing manpower deployed by BECIL to various clients, through other agencies, as per instructions and details provided by BECIL. The details of existing BECIL Clients and the manpower requirements for each client shall be provided.
- d) The selected agency shall be fully responsible for ensuring compliance with all applicable statutory and legal requirements related to manpower services, in accordance with the New Labour Code notified on 21.11.2025 and time to time issue of its amendment if any.
- e) The performance of the selected agency shall be monitored periodically. The agency must maintain all the reports and compliance documents for this purpose.
- f) In case the work is awarded to empanelled agency, the standard terms and conditions to be followed are placed at Annexure 16. The same may be amended as per policy amendments notified by GOI.

2.3 Deliverables

The Back-end Partners/Vendors/Associates selected through this EOI, shall deliver following services to BECIL:

- a) Assisting BECIL in preparing and participating in competitive bids for various projects.
- b) Ensuring comprehensive and competitive offerings during submission of bids.
- c) The Selected Partner shall be responsible for ensuring compliance with all client requirements.
- d) Entering into a Joint Venture/Consortium with BECIL, as per the requirement of the Tender/Project.
- e) Execute the projects in a professional & timely manner under the PMC services of BECIL.
- f) Associate with BECIL to garner business opportunities from end customers across industry in various fields.

2.4 Empanelment, Preference, Project Execution

The purpose and intent of this Expression of Interest (EOI) is to empanel eligible agencies/business partners for association with BECIL in supporting and participating in manpower outsourcing and related projects for various User Departments/clients. Empanelment under this EOI does not confer any automatic or vested right for award of work.

BECIL as part of its Business Development activities and also upon receipt of a request from a User Department, shall submit proposals indicating the names of empaneled agencies & shall explicitly mention that the rates are inclusive of BECIL Margin & Operating Agency's Margin.

The allocation of work to empaneled agencies shall be governed by the provisions of the applicable SOP, as amended or revised from time to time.

For execution of any project, the selected agency shall enter into a **separate project-specific Contract/Agreement** with BECIL.

2.5 Office Setup

The Back-end Partners/Vendors/Associates shall set up the office along with infrastructure and personnel across the Country on its own expenditure, at the places where projects are being executed.

Section-3 Instruction to bidders

3.1 Availability of EOI Document

This EOI document is available on BECIL's website www.becil.com and CPPP portal <https://eprocure.gov.in/eprocure/app> to enable the Bidders to view and download, and to submit offline bids up to the last date and time mentioned in **Notice inviting Expression of Interest**.

3.2 Pre-Bid Meeting

3.2.1 BECIL may decide to conduct a pre-Bid meeting. The details for the same shall be posted on BECIL's website www.becil.com & <https://eprocure.gov.in/eprocure/app>. The Bidders are requested to regularly check the website for any update regarding pre-bid meeting date/time/venue.

3.2.2 The Bidders will ensure that their pre-Bid queries with regard to the EOI to be addressed by BECIL during the Pre-Bid meeting, shall reach by email on or before 1700 Hours on 10-08-2026 to the Email id: binaytiwari@becil.com.

3.2.3 The Bidders should prepare an excel sheet in the following format to submit their pre-Bid Queries to BECIL:

Table 1: Format for pre-Bid Queries

<i>S. No.</i>	<i>Clause No. and Page No.</i>	<i>Clause Reference</i>	<i>Points on which Clarification required</i>	<i>Proposed amendment, if any</i>	<i>Reason for amendment, if any</i>
<i>01.</i>					
<i>02.</i>					
<i>03.</i>					

3.2.4 Responses to Pre-Bid queries and Issue of Corrigendum:

3.2.4.1. The Nodal Officer notified by BECIL will endeavour to provide timely response to all queries. However, BECIL makes no representation or warranty as to the completeness or accuracy of any response made in good faith.

3.2.4.2. At any time prior to the last date for receipt of Bids, BECIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the EOI document by issuing a corrigendum.

3.2.4.3. The corrigendum/ addendum (if any) & clarifications to the queries from all Bidders will be posted on the BECIL's website www.becil.com & <https://eprocure.gov.in/eprocure/app>.

3.2.4.4. Any such corrigendum shall be deemed to be incorporated into this EOI.

3.2.4.5. In order to provide prospective Bidders reasonable time in which to take the corrigendum into account in preparation of their Bids, BECIL may, at its discretion, extend the last date for the receipt of EOI Bids.

3.2.4.6. BECIL shall not be liable to accept or address any query with regard to the EOI, after the pre-bid meeting.

3.2.4.7. During the course of pre-Bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration of BECIL. BECIL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

3.3 Debarment

The Bidder should not be debarred/blacklisted for fraudulent/corrupt practices or for any other reason by any Government entity in India in any Sector as on the date of Bidding. In this regard, the bidder shall submit undertaking as per format given in **Annexure-5.**

3.4 Preparation and submission of Bid

3.4.1 Language

The Bid document prepared by the Bidder, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and BECIL shall be written in English only. The supporting documents and printed literature furnished by the Bidder with the bid may be in English or Hindi. But in case of any other language, they must be accompanied by translations of all the pertinent passages in the English language only, and shall be duly authenticated and certified by the bidder. The supporting materials other than in Hindi or English, if translated into any other language, other than English or Hindi, shall not be considered by BECIL.

3.4.2 Documents constituting the Bid

The Bid prepared by the Bidder shall comprise of the following components:

a. Pre-qualification and Technical Bid — Technical Bid shall comprise of:

i) Tender fee and Empanelment Fee Details —

- Original Demand Draft for the Tender fee and Empanelment Fee for each category participated
- In case of MSE bidders, copy of valid MSE certificate shall be attached, for claiming exemption from Tender fee and Empanelment Fee.

ii) Qualification Compliance Documents — This includes copies of required documents justifying that the Bidder is qualified to perform the contract if Bid is accepted, and the

Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Criteria mentioned in EOI and fulfils all the technical conditions of the contract/EOI.

iii) The bidders need to submit their pre-qualification documents as per the requirement mentioned in minimum Pre-qualification Criteria and Technical Evaluation Sheet given at following Annexures:

- **Annexure-1A (For Project Value upto Rs. 05 Cr.)**
- **Annexure-1B (For Project Value above Rs. 05 Cr. upto Rs. 10 Cr.)**
- **Annexure-1C (For Project Value above Rs. 10 Cr. upto Rs. 30 Cr.)**
- **Annexure-1D (For Project Value above Rs. 30 Cr. upto Rs. 60 Cr.)**
- **Annexure-1E (For Project Value above Rs. 60 Cr. upto Rs. 100 Cr.)**
- **Annexure-1F (For Project Value more than Rs. 100 Cr.)**

iv) The vendors empanelled in a higher financial category, will automatically be eligible to participate in projects of lower financial categories.

b. Financial Bid - The bidders need not submit the financial bid in this EOI. BECIL will initially empanel the business partners for the particular field based upon their eligibility in technical bid. The Financial bids shall be called from the finally selected/empanelled partners as per the actual BOQ during participation in clients' tenders/execution of the project by BECIL.

3.4.3 The sealed application/bids consisting of all documents as per the requirement of EOI should be submitted in physical form in original by post or handed over/dropped in Tender Box placed at BECIL Bhawan, Noida; in an envelope, which should be super-scribed as:

- a) "The Application for Expression of Interest for the Centralized Empanelment of Back-End Partners/Vendors/Associates for Manpower Outsourcing Services under **project value categories: up to ₹5 crore; ₹5 crore to ₹10 crore; ₹10 crore to ₹30 crore; ₹30 crore to ₹60 crore; ₹60 crore to ₹100 crore; or above ₹100 crore**).
- b) EOI No. BECIL/Centralized Empanelment/2026/5483/03 Dated: 04/08/2026".

3.4.4 Documents establishing Bidder's Qualification

3.4.4.1. The Bidder shall furnish, as part of its technical Bid, documents establishing the Bidder's qualification to perform the Contract if its Bid is accepted. The documentary evidence should be submitted by the Bidder for each qualification criteria.

3.4.4.2. All the documents submitted by the Bidder shall be signed by authorized signatory with seal/stamp of Company and Authorized Signatory.

3.4.4.3. The bidders not submitting the documents as per the pre-qualification criteria and check list shall not be analysed and evaluated for their Technical Bid in order to qualify the short-listing stage.

3.4.5 Formats and Signing of Bid

3.4.5.1. The Bidder shall prepare one physical copy of the technical Bid.

3.4.5.2. The Bid document shall be duly signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract/EOI. The Bidder's authorization shall be supported by attaching **original document** of valid proof of authorization like Power of Attorney as per **Annexure-8**. In case of a Company, copy of Board Resolution authorizing the person signing Power of Attorney shall also be attached.

3.4.5.3. The bidder shall provide all the information sought under this EOI. BECIL shall evaluate only those bids that are received in the required formats and complete in all respects.

3.4.6 Deadline for submission of Bid

3.4.6.1 Bid must be submitted by the Bidder at the following address:

Sh. Binay Kumar Tiwari
Dy. General Manager
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)
Phone – 0120 – 4177850

3.4.6.2 The bids shall be submitted not later than the time specified on the prescribed date and time. BECIL may, at its discretion, extend this deadline for submission of Bid by issuing and publishing a corrigendum on BECIL's website; in such case all rights and obligations of BECIL and the Bidders previously subject to the deadline, will thereafter be subject to the revised deadline as extended.

3.5 Late Bid

3.5.1 The time indicated in BECIL's clock (Indian Standard Time) will be the time by which the Bid submission activity will be allowed till the permissible date and time scheduled in the Bid.

3.5.2 Once the Bid submission date and time is over, the Bidder cannot submit the Bid. The Bidder must start the Bid submission well in advance so that the submission process passes off smoothly. The Bidder will solely be responsible if his/her Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during Bid submission process. No leeway will be provided to any bidder to submit their bid subsequent to the lapse of the defined timeline.

3.6 Withdrawal and resubmission of Bid

3.6.1 At any point of time, before the Bid submission end date and time, a bidder can withdraw their Bid submitted.

3.6.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity. Withdrawal of a Bid during this interval may result in the forfeiting of Bidder's Empanelment Fee.

3.6.3 The Bidder can re-submit Bid as and when required till the Bid submission end date and time. The Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised Bid and the new Bid after the successful submission of the revised Bid will be considered for evaluation purposes.

3.6.4 No Bid can be resubmitted after the deadline of submission of Bids.

3.7 BECIL's Right to accept any Bid and to reject any or all Bid/Bids

3.7.1 Notwithstanding anything contained in this Bid, BECIL reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

3.7.2 BECIL reserves the right to reject any Bid if:

3.7.2.1. At any time, any misrepresentation is made or uncovered, or

3.7.2.2. The Bidder does not provide, within the time specified by BECIL, the supplemental information sought by BECIL for evaluation of the Bid.

3.7.3 Such misrepresentation/improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bid has been opened and the Highest rated bidder (Bidder having maximum composite score) gets disqualified/ rejected, then the BECIL reserves the right to take any other measure as may be deemed fit in the sole discretion of BECIL's management including annulment of the Selection Process.

3.7.4 In case it is found during the evaluation or at any time before signing of the Contract/MoU or after its execution and during the period of subsistence thereof, the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet empanelled either before the selection or entering into the Contract/MoU, and if the bidder has already been selected or has entered into the Contract/MoU, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP/EOI, be liable to be terminated, by a communication in writing by BECIL to the bidder, without BECIL being liable in any manner whatsoever to the bidder or agency, as the case may be. In such an event, BECIL shall forfeit and appropriate the Empanelment Fee as the case may be, as compensation and damages payable to BECIL for, inter alia, time, cost and effort of BECIL, without prejudice to any other right or remedy that may be available to BECIL.

3.7.5 BECIL reserves the right to verify all statements, information and documents submitted by the bidder in response to this EOI or any subsequent RFPs/EOIs. The failure of BECIL to undertake

such verification shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of BECIL thereunder.

3.8 Correspondence with Bidder

- 3.8.1 No bidder shall contact BECIL on any matter relating to his Bid from the time of Bid opening to the time of contract is awarded.
- 3.8.2 Any effort by the Bidder to influence BECIL in the Bid evaluation, bid comparison or contract award decisions may result in the rejection of his Bid.
- 3.8.3 BECIL shall not entertain any correspondence with or from any bidder in relation to acceptance or rejection of any bid.

3.9 Empanelment Fee

The Bidder shall have to furnish, as part of its Bid, following Tender fee (non-refundable) and Empanelment Fee in the form of Demand Draft from a scheduled Bank, drawn in favour of Broadcast Engineering Consultants India Limited (BECIL) payable at Delhi:

Annexure no.	Project Value	Tender fee (in Rs.) (Non-refundable)	Empanelment Fee (in Rs.) (Non-refundable for vendors selected for empanelment)
Annexure-1A	Upto Rs. 05 Cr.	11,800/-	25,000/-
Annexure-1B	Rs. 05 Cr. to Rs. 10 Cr.	11,800/-	50,000/-
Annexure-1C	Rs. 10 Cr. to Rs. 30 Cr.	11,800/-	1,00,000/-
Annexure-1D	Rs. 30 Cr. to Rs. 60 Cr.	11,800/-	1,50,000/-
Annexure-1E	Rs. 60 Cr. to Rs. 100 Cr.	11,800/-	2,50,000/-
Annexure-1F	More than Rs. 100 Cr.	11,800/-	5,00,000/-

Bid received without the Empanelment Fee and Tender Cost shall be rejected outright as non-responsive. No further communications, in this regard, shall be entertained by BECIL. However, MSE Bidder shall be considered as per provisions of the relevant Act, on submission of valid MSE certificate.

The Empanelment Fee of the unsuccessful bidders will be returned within 30 days of completion of empanelment process by BECIL.

3.10 Amendments in EOI Document

BECIL reserves the right to amend or modify bidding documents for any reason by issue of addendum either on its own initiative or in response to a clarification request from the prospective bidders. BECIL shall notify the amendments in the official website of BECIL. It shall be the responsibility of prospective

bidders to regularly visit the website for any amendment to the bidding documents until the last date of bid submission.

3.11 Terms & Conditions of Bid

- 3.11.1 The Bidder/Selected Agency/Vendor/Partner/ shall abide by all terms & conditions of Agreement/MoU signed by both parties, Statutory Law/legal binding prevailing on the date of submission of Bid and for complete period of empanelment or work order awarded to parties.
- 3.11.2 The bid submitted shall be unconditional, any change in the terms and conditions by the Bidder shall not be acceptable at any stage of bidding process.
- 3.11.3 The Bidders' EOI proposal will be evaluated inter alia short-listed, based on their financial capabilities and past experience, by the Evaluation Committee, whose decision will be final and binding for all.

3.12 Deviations in Terms and Conditions of EOI

- 3.11.1 No deviations in the terms and conditions as laid out in the EOI shall be accepted.
- 3.11.2 The Evaluation Committee overseeing the EOI reserves the right to waive minor irregularities.
- 3.11.3 Provided that a Technical Proposal is substantially responsive, BECIL may, at its discretion, request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify non-material non-conformities or omissions in the Technical Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 3.11.4 If there is a discrepancy between words and figures, the amount in words shall prevail.
- 3.11.5 If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid security may be forfeited.

3.13 Right to Publish

Throughout the duration of this bidding process and contract term, the Bidders must secure from BECIL, written approval prior to the release of any information that pertains to the potential work or activities covered by this EOI or the subsequent contracts. Failure to adhere to this requirement may result in disqualification of the Bid or termination of the contract.

3.14 Due diligence by Bidders

- 3.13.1 Each Bidder should conduct its own study in order to respond to this EOI document.

3.13.2 BECIL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the EOI document.

3.15 Clarifications from Bidders

3.14.1 BECIL may at its sole discretion contact the Bidder for clarification of the response.

3.14.2 BECIL reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the Bidders by its own means and methods. In case BECIL receives feedback contrary to the responses of the Bidder or is not satisfied with compatibility of the experience with the required standards/expectations, BECIL reserves the right to form its own opinion and even reject the Bids and forfeit the EMPANELMENT FEE.

3.14.3 BECIL/Evaluation Committee may use other sources of information in evaluation of the proposal as required.

3.16 Taxes & Duties

3.15.1 Bidder shall be responsible for all statutory and regulatory compliance and for obtaining any permits, licenses or other statutory documents required by Government of India/ BECIL officials in connection with the supply of the Goods/Services.

3.15.2 As regards the GST, Income Tax, surcharge on Income Tax, Employee Provident Fund, Gratuity, Bonus, **Maternity Leave and any other statutory approvals** or taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

3.15.3 All taxes including GST/Service Tax etc. during the contractual period shall be as per applicable rates.

3.15.4 Any change (increase/decrease) from time to time in the Tax Rates shall be applicable.

3.15.5 The Bidder shall be fully and solely responsible for the payment of all central, state and local taxes and contributions (including penalties and interest) imposed pursuant to income tax, GST as and when applicable, compliances as stated in this agreement or any other similar statute to the Govt. and to the employees and /or persons engaged and/or deputed by the bidder pursuant to this contract.

3.17 False or Misleading Claims

BECIL may in its absolute discretion exclude or reject any proposal that in the opinion of BECIL contains any false or misleading claims or statements. BECIL has no liability to any person or agency for excluding or rejecting any such proposal.

Section-4: Pre-Qualification Criteria and Technical Evaluation Sheet

4.1. The bidders are requested to carefully read the following Annexures and apply as follows:

a. The bidders have to select which of the following financial category they want to bid for getting empaneled, as per their eligibility:

- **Annexure-1A (For Project Value upto Rs. 05 Cr.)**
- **Annexure-1B (For Project Value above Rs. 05 Cr. upto 10 Cr.)**
- **Annexure-1C (For Project Value above Rs. 10 Cr. upto 30 Cr.)**
- **Annexure-1D (For Project Value above Rs. 30 Cr. upto Rs. 60 Cr.)**
- **Annexure-1E (For Project Value above Rs. 60 Cr. upto Rs. 100 Cr.)**
- **Annexure-1F (For Project Value more than Rs. 100 Cr.)**

4.2. The bidders empanelled for higher Project Value, shall also be assumed eligible for participation in category of lower Project Value.

Section-5 Opening of Bids

BECIL would open the bids as per date and time specified in the EOI.

Section-6: Evaluation of Bids/Proposals

6.1 Bids/Proposals will be evaluated by a Committee constituted by BECIL or its designated representative(s), which is referred to herein as the Evaluation Committee (or “Committee”).

6.2 Bid Evaluation Procedure

6.2.1 To establish the bidder's competency and capabilities, the evaluation of the bids will be done in three stages as mentioned below:

Stage-1

*Confirmation of Original Demand Draft for Tender Cost and EMPANELMENT FEE

Stage-2:

* Evaluation of Pre-Qualification Proposal to establish the Eligibility Claim.

Stage-3:

* Technical bid Evaluation (Marking)

On each of these parameters, the bidders would be required to meet the qualification/ evaluation criteria as detailed in preceding para's.

All the bids having Original Demand Draft for Tender Cost and Empanelment Fee would progress to the next level of evaluation i.e. Pre-Qualification Criteria



All those bids meeting the Pre-Qualification Criteria would progress to the next level i.e. Technical Bid Evaluation.



Post technical evaluations, only the technically qualified bids would progress to next level i.e. empanelment.

6.2.2 Stage-1 of Confirmation of Original Demand Draft for Tender Cost and EMPANELMENT FEE

- The Evaluation Committee would confirm availability of Original Demand Draft for Tender Cost and Empanelment Fee mentioned in **Clause no. 3.10.1**.
- In case of MSEs, valid Certificate duly signed and stamped must be submitted, which will be verified by the Evaluation Committee on the MSME portal.
- In case of unavailability of Original Demand Draft for Tender Cost and Empanelment Fee or in case of invalidity of MSME Certificate, the bid shall be rejected and the bid will not be eligible for next stages of evaluation.

6.2.3 Stage-2 of Evaluation of Pre-Qualification Proposal

- At this stage Pre-Qualification Proposal would be considered.
- An Evaluation Committee would perform an initial review of the Pre-Qualification Proposals and the proposals shall be scrutinized for the responsiveness as set in the pre-qualification criteria, and for the completeness of required supporting documents as required to establish the Eligibility claim.

The pre-qualification criteria are listed out in **Annexure 1A to 1F**.

6.2.4 Stage-3 of Evaluation of Technical Proposal

Technical Evaluation (Marking) of only eligible bidders would be carried out in the following manner:

- a) **Technical Proposal:** The bidder's technical credentials will be evaluated as per the requirements specified in the EOI at **Annexure 1A to 1F**.
- b) The Evaluation Committee may seek written clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.

- c) Upon technical evaluation of each bid in line with (a) and (b) mentioned above, the Committee will assign marks out of a maximum of **100 marks** to each bid.
- d) The Bidder(s) will be ranked in descending order according to their assigned marks. **All the bidders securing 70% or above marks, will be empanelled with BECIL. Also, a minimum of three vendors shall be empanelled in each category. In case only 2 (or less) vendors qualify for empanelment, the process will be cancelled/re-initiated.**
- e) *In case of tie between two or multiple bidders, preference will be given to the bidder who has more experience in the areas/scope of work as mentioned in the Clause 2.2 (Scope of Work) as well as who is financially more sound/capable.*

Section-7: Empanelment of the Bidder

After finalization of selected Bidders, the empanelment will be done by following procedure:

7.1 Notification of Empanelment

- The successful bidders shortlisted by BECIL for empanelment, shall be notified by BECIL in writing or by fax or email, that their proposal has been accepted (hereinafter the “Letter of Intent”), prior to the expiration of the period of validity of the bids.
- The receipt of this letter shall be acknowledged by the successful bidders in writing and shall send their acceptance letter (hereinafter the “Letter of Acceptance”) along with the required Security Deposit to enter into the MoU within twenty one (21) days from the receipt of the Letter of Intent.
- In case the successful bidder is unable to furnish the Security Deposit, BECIL may invite the other bidders in order of their ranking and so on, and Empanelment Fee submitted by such bidder be forfeited.
- Upon the successful furnishing of Security Deposit by the successful bidders, MoU signing process will take place. The successful bidders shall sign the MoU within seven (07) days of submission of Security Deposit to BECIL.

7.2 Security Deposit

7.2.1 The successful bidder shall submit Security Deposit in the form of Bank Guarantee as per **Annexure-15** with BECIL, within twenty-one (21) days of the date of receipt of Letter of Intent or prior to signing of the contract, whichever is earlier, from a nationalized/scheduled bank acceptable to BECIL payable on demand, for the due performance and fulfilment of the contract by the bidder.

7.2.2 The details of Security Deposit are as follows:

Annexure no.	Project Value	Security Deposit
Annexure-1A	Upto Rs. 05 Cr.	Rs. 2.5 Lakhs
Annexure-1B	Rs. 05 Cr. to Rs. 10 Cr.	Rs 5 Lakhs
Annexure-1C	Rs. 10 Cr. to Rs. 30 Cr.	Rs. 15 Lakhs
Annexure-1D	Rs. 30 Cr. to Rs. 60 Cr	Rs. 30 lakhs
Annexure-1E	Rs. 60 Cr. to Rs. 100 Cr.	Rs. 50 lakhs
Annexure-1F	More than Rs. 100 Cr.	Rs. 75 lakhs

7.2.3 The validity of Security Deposit will be 2 years with additional claim period of 6 months, beyond the contract/MoU end date. In case of extension of the Contract/MoU, the validity period of Security Deposit will be extended by the vendor accordingly.

7.2.4 All incidental charges whatsoever such as premium, commission etc. with respect to the Security Deposit shall be borne by the bidder. The successful bidder shall ensure that the Performance Security Deposit is valid at all times during the Term of the contract (including any renewal) and for a period of 6 months beyond all the contractual obligations/ completion of contract period/ tenure of the appointment.

7.2.5 In the event of the bidder being unable to service the contract for whatever reason, BECIL will encash the Security Deposit. Notwithstanding and without prejudice to any rights whatsoever of BECIL under the contract in the matter, the proceeds of the Security Deposit shall be payable to BECIL as compensation for the bidder's failure to perform/comply with its obligations under the contract.

7.2.6 Before encashing the Security Deposit the vendor will be given an opportunity to represent before BECIL. The decision of BECIL on the representation given by the vendor shall be final and binding.

7.2.7 The Security Deposit is required to protect BECIL against the risk of selected bidder's conduct, which would warrant the forfeiture of Security Deposit.

7.2.8 The Security Deposit will be returned to the vendor post completion of the empanelment period/completion of all projects under the empanelment, whichever is later.

7.3 Signing of MoU and Contract

7.3.1 Once the BECIL notifies the successful bidder that its proposal has been accepted, pursuant to the bidder acknowledging the Letter of Intent (LoI), the successful bidder and BECIL shall sign a MoU with BECIL within seven (07) days of submission of Security Deposit.

7.3.2 This shall be subject to the furnishing of Security Deposit by the successful bidder as stated in clause above.

7.3.3 After signing of the MoU, no variation in or modification of the terms of the MoU shall be made except by written amendment signed by both parties.

7.4 Empanelment Period

7.4.1 Initially, the empanelment shall be **for a period of Two (02) Years and extendable annually for a further period upto three (03) years, subject to satisfactory performance of the empanelled vendor**. After the end of the empanelment period, BECIL reserves the right to either continue with the existing vendor with either same or revised terms and conditions as mutually agreed by both parties. However, in case any project is under execution through the empanelled vendor, the project shall continue to be executed by the vendor till completion + Warranty Period (as applicable).

7.4.2 Extension of Empanelment

- a. A Committee shall be constituted by BECIL to annually review/evaluate/re-assess vendors' performance during their empanelment period; based on the following criteria:
 - Timely response to the project related queries/RFP by the vendor.
 - Satisfactory completion of the projects awarded by BECIL.
 - Compliance of the terms & conditions of MoU signed with BECIL.
 - Current financial soundness/credit worthiness
- b. Extension of the Empanelment Period, will be done at the discretion of BECIL, based on the Committee's report.
- c. BECIL may decide to retain the vendor or delete/downgrade the vendor from the list of empaneled vendors based on the Committee's report.

7.5 Execution of projects post empanelment:

7.5.1 For execution of any project of the client, all the terms & conditions of the project including Performance Guarantee/Security Deposit specified by the end-user/client will be applicable on a back to back basis to the empanelled vendor, who is awarded the project by BECIL, and the same will be defined in that separate contract/agreement to be signed with the vendor for specific project.

Section-8: General Terms & Conditions

8.1 RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein, shall be construed as establishing a relation of master and servant or of Agent and Principal as between the Bidder/Agency and BECIL.

8.2 INTELLECTUAL PROPERTY RIGHTS

8.2.1 Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

8.2.2 The Bidder shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the Bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

8.2.3 The Bidder shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.

8.2.4 The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

8.3 LAND AND BORDER PROVISION

The Undertaking at **Annexure-10** shall be submitted by the Bidder in line with the guidelines issued vide the Office Memorandum, No. F. No. 6/18/2019 dated 23.07.2020, by the Department of Expenditure, Ministry of Finance, Govt. of India.

8.4 INDEMNITY

8.4.1 The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

- a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;

- b) Any breach by the Bidder of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

8.4.2 That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff or personnel employed by the bidder caused or suffered during the performance of its obligations hereunder.

8.5 SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

Bidders interested to participate in this EOI, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids shall not be considered by BECIL.

8.6 CODE OF INTEGRITY

No official of BECIL or the Bidder shall act in contravention of the codes which includes Prohibition of:

- a) Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
- c) Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- d) Any financial or business transactions between the Bidder and any official of BECIL related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.
- e) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- f) Obstruction of any investigation or auditing of a procurement process.
- g) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

8.7 CONFLICT OF INTEREST

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Form Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or
- c) Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- d) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- e) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice- versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub- contractor in more than one bid; or
- f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
 - (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
 - (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

8.8 UNDUE INFLUENCE

8.8.1 The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

8.8.2 Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Samhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

8.9 UNLAWFUL/UNETHICAL PRACTICES

8.9.1 If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

8.9.2 Any intentional omission or misrepresentation in the documents submitted by the Bidder for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

8.9.3 If the Bidder uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract

8.10 PENALTY FOR BREACH OF INTEGRITY, UNLAWFUL/UNETHICAL PRACTICES, AND UNDUE INFLUENCE

8.10.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.

8.10.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the Bidder (including imposition of penal damages) from the amounts due/payable to the vendor from any of the contracts being executed by the bidder/vendor.

8.10.3 Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

8.11 BLACKLISTING/ DEBARMENT

The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

8.12 RISK AND COST CLAUSE

8.12.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

8.12.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- a) Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Bidder including unexecuted portion of work/ supply does not appear to be executable within balance available period.
- b) Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
- c) Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.
- d) Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder
- e) Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

8.13 PENALTIES

8.13.1 In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.

8.13.2 The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

8.14 CONFIDENTIALITY

8.14.1 The Bidder recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.

8.14.2 The Bidder recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Bidder's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Bidder's obligations hereunder except when required to disclose under the due process and authority of law.

8.15 RIGHT TO INSPECTION

- 8.15.1** That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as and when required.
- 8.15.2** That BECIL shall have the right to review and monitor the performance of the Bidders on a continuous basis. The system integrator shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

8.16 TERMINATIONS

8.16.1 Termination of Contract by BECIL due to unsatisfactory performance

- a) If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:
- b) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

8.16.2 Termination due to Breach

- a) BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days notice shall be served on the Agency/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- b) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:
 - (i) If the Bidder has abandoned or repudiated the Contract;
 - (ii) If the Bidder has without valid reason failed to commence work on the project promptly;

- (iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;
- (v) If the Bidder has obtained the contract as a result of undue influence or adopted unethical means/ corrupt practices.
- (vi) if the information submitted/furnished by the Bidder is found to be incorrect;

8.16.3 Termination due to Insolvency

- a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-
- b) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

8.16.4 Termination for Convenience

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason to the Bidder/ selected agency. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

8.17 POST TERMINATION RESPONSIBILITY

- 8.17.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.
- 8.17.2 That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.
- 8.17.3 The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

8.17.4 That in the event of termination under clause 17.1 and 17.2 the whole or part of the security deposit furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

8.18 NOTICES

Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the Bidder and may be given by delivering the same by hand or sending the same by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

Sh. Binay Kumar Tiwari, Dy. General Manager
Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: binaytiwari@becil.com

8.19 NO WAIVER

No waiver of any term, provision, or condition of this Contract, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Contract, unless the same is agreed upon and recorded in writing with mutual consensus of both the parties.

8.20 AMENDMENT

Unless otherwise stated expressly, the Contract/MoU signed with the empaneled vendor(s) shall be modified only by an instrument in writing duly executed by both the parties.

8.21 ARBITRATION

8.21.1 Conciliation of Dispute

- a. Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled mutually and amicably between the Parties, within a time span of thirty days from the date of invocation of dispute vide a written notice by the aggrieved party. The Aggrieved Party shall notify the other party in writing about such dispute(s)/difference(s)/issue(s) between/amongst the Parties and that

such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Notice/Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.

- b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, one each nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

8.21.2 Reference of Dispute to Arbitration proceeding post conciliation

- a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
- b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
- c) The Arbitration Proceeding shall commence within a span of thirty days from the date of receipt of Invocation Notice complete in all respects as mentioned above,
- d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empaneled with the Delhi International Arbitration Centre.
- e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- h) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.
- i) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Bidder in all respects.

8.22 JURISDICTION

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Contract.

8.23 Force Majeure

8.23.1 For the purpose of this Contract, the term “Force Majeure” shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by the Government Agencies.

8.23.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by of such Party’s agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this EOI, and avoid or overcome with persistent effort in carrying out its respective obligations.

8.23.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, nor shall this Agreement be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

8.24 SUBCONTRACTING

The Bidder shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent of BECIL.

8.25 EXTENSION OF TIME

8.25.1 It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the Client and its officials.

8.25.2 Any period within which Bidder is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the Bidder was unable to perform such action.

8.25.3 Any extension of time agreed upon mutually shall be documented in writing and signed by both the parties to be affected.

8.26 ASSIGNMENT

8.26.1 All terms and provisions of this EOI and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.

8.26.2 Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.

8.26.3 BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

8.27 NON-EXCLUSIVE

It is agreed and certified that this Contract is on a non-exclusive basis and the parties are at liberty to enter into similar Contracts with others (Provided however, the system integrator shall ensure that it is entering into Contract, with other parties shall not in any way conflict with or affect the BECIL interests, rights, remedies under this Contract or in law).

8.28 PERSONNEL

8.28.1 The personnel assigned by the Bidder to perform the Services shall be the employees of the Bidder, and under no circumstances shall such personnel be considered employees of BECIL or its nominated agencies. The Bidder shall be responsible for the supervision and control of its personnel and for payment obligations of such personnel's compensation, including salary, withholding of income taxes and social security taxes, workers compensation, employee and disability benefits and the like and shall be responsible and accountable for all obligations of an employer according to applicable laws, rules and regulations.

8.28.2 The Bidder shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications, skills and experience to perform the Services. If BECIL requests that any personnel employed by the Bidder be replaced, the substitution of such personnel shall be accomplished as per the terms of this EOI and subsequent Contract/ WO.

8.28.3 The selected Bidder shall be responsible for the performance of all its obligations under the Contract and shall be liable for compliance with all relevant labor acts and statutory legislations.

8.29 COMPLIANCE WITH APPLICABLE LAW

Each Party to the Contract/ Agreement / work order accepts that its individual conduct shall (to the extent applicable to it) always comply with all laws, rules and regulations of government and other

bodies having jurisdiction over the area in which the Services are undertaken. In case of changes in such laws, rules and regulations which result in a change to the Services, shall be dealt with as an exceptional situation with the objective to realign the part getting violated under the revised laws with minimal changes to achieve the objective existent prior to the change. For avoidance of doubt, the obligations of the Parties to the Contract are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

8.30 SEVERABILITY

If any provision of the Contract/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or un-enforceability of such provision or part provision shall not affect the other provisions of the Contract/ Agreement / work order or the remainder of the provisions in question which shall remain in full force and effect. The concerned Parties shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the economic, social, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

8.31 ENTIRE CONTRACT

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the EOI, all the corrigendum's, response to queries etc. that may be issued against this EOI and the Bidder's offer including presentation and all supporting documents shall constitute the entire Contract/ Agreement / work order between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

8.32 LIQUIDATED DAMAGES

If the Bidder fails to achieve the completion of the work in accordance with the scheduled completion date as given in the Contract or the subsequent Work Order issued thereto, BECIL may without prejudice to any other right or remedy available to it as under the Contract or Law:

- a) Recover from the Bidder liquidated damages equivalent to a sum of 0.5% of the value of the undelivered goods/services for each week of delay beyond the scheduled date of completion or delivery, subject to a maximum of 10% of the contract value or such liquidated damages as may be imposed by the Client, whichever is higher (due to the failure of the Bidder to meet the contractual obligations)
- b) The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.

- c) BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL's right to claim such amount against Bidder's Bank Guarantee) from any of the contracts being executed with BECIL.
- d) Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

8.33 POWER OF ATTORNEY

Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the firm/ company whose signature should be verified and certificate of authority should be submitted. The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.

Section-9: Special Terms & Conditions

9.1 Since the empanelled back-end Partners/Vendors/Associates will be an important stakeholder in the specific project, following are the responsibilities of the vendor:

- (i)** The empanelled vendor shall provide commercial and technical response within the timeline of the project (including technical capability, man-hours and other details).
- (ii)** The empanelled vendor shall keep BECIL updated on its product and service portfolio (i.e. any product/service is added/terminated/modified).
- (iii)** The empanelled vendor shall provide product demonstrations to BECIL or to the client/prospect, as required.
- (iv)** The empanelled vendor shall support BECIL in implementation of the project, as agreed in the RFP/Contract with the client.
- (v)** The empanelled vendor shall abide by agreed terms and conditions for the complete period of empanelment.
- (vi)** The empanelled vendor will share leads for potential business opportunities for BECIL.
- (vii)** The empanelled vendor shall provide pre-sales support to BECIL in responding to specific RFPs/Tenders etc.
- (viii)** The empanelled vendor shall respond to each request for quotation raised by BECIL within stipulated time decided by BECIL.

In case the empanelled vendor fails to respond to BECIL's EOI/RFP **on 03 successive occasions**, BECIL may at its discretion cancel the empanelment of the vendor and forfeit the Empanelment fee and Security Deposit.

- (ix)** The empanelled vendor will support BECIL in preparation of the tender response (Technical & Commercial).
- (x)** Wherever required, the empanelled vendor shall provide MAF (Manufacturers Authorization) as per required format in the name of BECIL.
- (xi)** The empanelled vendor shall provide best price to BECIL at the time of tender/RFP submission.
- (xii)** The empanelled vendor shall be responsible for all technical compliances, while participating in any tender/EOI/RFP/Project with BECIL.
- (xiii)** The empanelled vendor need to sign an NDA on case-to-case basis.
- (xiv)** The empanelled vendor need to submit Empanelment Fee and/or Performance Security and/or Sign Integrity Pact on case to case basis or as a back to back arrangement and depending on the conditions of end customer project/RFP/Tender.
- (xv)** Various commercial agreements will be signed by BECIL for specific projects with specific Terms & Conditions as required with the empanelled vendor, after following due procedures of BECIL, as per the business needs and requirements of the end customer.

- (xvi) Wherever required, specific purchase order will be issued and/or agreement will be signed with respective vendor for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, Warranty, AMC, SLA, payment terms, etc. shall be finalized on case to case basis depending upon BECIL/End-Client requirement. All these terms & conditions of the client in the RFP/Work Order will be applicable on the empanelled vendor, on back to back basis.
- (xvii) Divisibility, Purchase preference shall be as applicable on case to case basis.
- (xviii) The bidder should take all necessary steps for safe guarding the interest of BECIL and also responsible for the action of deployed staff.
- (xix) Any damage to the property of client, it will be recovered from the bidder.

9.2 Payment Terms

The payment terms will be strictly followed as per the payment milestone decided by the end-user/as decided by BECIL for respective projects.

9.3 MSME

- 9.3.1 The Bidder acknowledges and confirms that BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the Bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.
- 9.3.2 Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the Client, the Bidder agrees to waive any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Bidder Agreement. The Bidder further waives its right to claim Interest on delayed payment by BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.
- 9.3.3 The bidder to give the undertaking as per **Annexure-9**, on a non-judicial stamp-paper of Rs. 100/-.

9.4 Decisions and Instructions

BECIL's decision shall be binding on the bidder/vendor, except where otherwise specifically stated. The Bidder/vendor shall carry out all instructions pertaining to the Contract/MoU/EOI/RFP and comply with the applicable laws.

9.5 Trademarks and Publicity

The bidder shall not use the trademarks of the other Party without the prior written consent of the other Party except that Bidder may, upon completion, use the Project as a reference for credential purpose.

9.6 Title and Risk

All risks, liabilities, and obligations to be performed as a part of the Scope of Work of the empanelled vendor shall be borne by the empanelled vendor. The empanelled vendor shall always ensure that the hardware, software, any other infrastructure used for performing the contract shall be free from any lien, charges or other claims, and they are to use only authorized software.

(For Project Value upto Rs. 05 Cr.)

SNo.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
1.	Legal Entity	The Bidder should be a legal entity i.e. Registered Company/Partnership Firm/LLP/Co-operative society/ Proprietorship Firm) registered in India for last Five (05) years as on the date of publishing of this EOI. The bidder should produce Memorandum of Association (in case of registered Companies), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm), GST Registration in case of Proprietorship Firm.	Total Marks – 5 Bidder Company's existence 1. 05 to 06 Years – 3 Marks 2. 06 to 07 Years – 4 Marks 3. More than 07 Years – 5 Marks
2.	Paid-up Capital	Bidder must have minimum of Rs. 50 Thousand Paid-up Capital	Total Marks –5 Paid-Up Capital of: 1. 50K to 01 Lakhs – 3 Marks 2. 01 Lakhs to 1.5 Lakhs – 4 Marks 3. More than 1.5 lakhs – 5 Marks
3.	Turnover	The bidder shall have an annual average turnover of minimum Rs. 1.5 Cr. from the service listed in clause 2.2 in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 15 Bidder Company's Average Annual Turnover in last Five (05) FYs: 1. 1.5 Cr. to 2.5 Cr. – 5 Marks 2. 2.5 Cr. to 04 Cr.– 10 Marks 3. More than 04 Cr. – 15 Marks
4.	Net Worth	Bidder must have the Positive average Net worth of Rs. 2.5 Lakhs in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 5 Average Net worth in Last 5 FY 1. 2.5 Lakhs to 05 Lakhs – 3 Marks 2. 05 Lakhs to 7.5 Lakhs- 4 Marks 3. More than 7.5 Lakhs – 5 Marks
5.	Bank Solvency/ Credit facility	The Bidders should have the latest Bank Solvency/Credit Facility Certificate from any of the Nationalized Bank for Rs. 25 Lakhs.	Total Marks – 15 Latest Bank Solvency Certificate: 1. 25 Lakhs to 37.5 lakhs – 5 Marks 2. 37.5 Lakhs to 50 lakhs.- 10 Marks 3. More than 50 lakhs – 15 Marks
6.	Work experience	The bidders must have experience in the specialized categories mentioned in clause 2.2 in providing service to various State/Central Government Organizations/PSUs for the last five	Total Marks – 20 Aggregate Project Value: 1. Rs. 02 Cr. to 3.5 Cr.– 10 Marks

SNo.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
		(05) financial years: One (01) No. of Project amounting to Rupees Rs. 02 Cr. OR Two (02) No. of Projects each amounting to Rs. 1.25Cr. OR Three (03) No. of Projects each amounting Rs. 1 Cr. Note 1: Value of Consolidated Work Order will be considered as inclusive of all taxes.	2. Rs. 3.5 Cr. to Rs. 05 Cr. – 15 Marks 3. More than 05 Cr. – 20 Marks
7.	Presence in India	Bidder should have its offices in India.	Total Marks – 5 Pan India Offices – 1. 01 state – 3 Marks 2. 02 states – 4 Marks 3. More than 02 states – 5 Marks
8.	Execution of Project in India / Abroad	The Bidder should have executed Projects in India/Abroad.	Total Marks – 10 Projects in States across India - 1. Upto 01 State – 3 Marks 2. 02 to 03 States – 5 Marks 3. More than 03 States – 10 Marks
9.	Deployed Manpower Strength	The bidder must have deployed Manpower Strength on its 's Payroll as on bid submission date.	Total Marks – 10 1. 100 to 250 employees– 3 Marks 2. 250 to 500 Employees – 5 Marks 3. More than 500 Employees – 10 Marks
10.	Certifications	Labour Licence & PSARA Licence & ISO 9001:2015 & BCAS Clearance	Total Marks – 10 1. Labour Licence – 2.5 Marks 2. PSARA Licence – 2.5 Marks 3. ISO 9001:2015 – 2.5 Marks 4. BCAS Clearance – 2.5 Marks
		TOTAL MARKS	100

Annexure-1B
(For Project Value above Rs 05 Cr. upto 10 Cr.)

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
1.	Legal Entity	The Bidder should be a legal entity i.e. Registered Company/Partnership Firm/LLP/Co-operative society/ Proprietorship Firm) registered in India for last Five (05) years as on the date of publishing of this EOI. The bidder should produce Memorandum of Association (in case of registered Companies), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm), GST Registration in case of Proprietorship Firm.	Total Marks – 5 Bidder Company's existence 05 to 06 Years – 3 Marks 06 to 07 Years – 4 Marks - More than 07 Years – 5 Marks
2.	Paid-up Capital	Bidder must have minimum of Rs. 01 lakh of Paid-up Capital	Total Marks –5 Paid-Up Capital of: 01 Lakhs to 02 Lakhs – 3 Marks 02 Lakhs to 3 Lakhs – 4 Marks - More than 3 lakhs – 5 Marks
3.	Turnover	The bidder shall have an annual average turnover of minimum Rs. 03 Cr. from the service listed in clause 2.2 in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 15 Bidder Company's Average Annual Turnover in last Five (05) FYs: 03 Cr. to 05 Cr. – 5 Marks 05 Cr. to 08 Cr.– 10 Marks - More than 08 Cr. – 15 Marks
4.	Net Worth	Bidder must have the Positive average Net worth of Rs. 5 Lakhs in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 5 Average Net worth in Last 5 FY 5 Lakhs to 10 Lakhs – 3 Marks 10 Lakhs to 15 Lakhs- 4 Marks - More than 15 Lakhs – 5 Marks
5.	Bank Solvency/ Credit facility	The Bidders should have the latest Bank Solvency/Credit Facility Certificate from any of the Nationalized Bank for Rs. 50 Lakhs.	Total Marks – 15 Latest Bank Solvency Certificate: 50 Lakhs to 75 lakhs – 5 Marks 75 Lakhs to 100 lakhs.- 10 Marks - More than 100 lakhs – 15 Marks
6.	Work experience	The bidders must have experience in the specialized categories mentioned in clause 2.2 in providing service to various State/Central Government Organizations/PSUs for the last five (05) financial years:	Total Marks – 20 Aggregate Project Value: - Rs. 04 Cr. to 07 Cr.– 10 Marks - Rs. 07 Cr. to Rs. 10 Cr.– 15 Marks

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
		One (01) No. of Project amounting to Rupees Rs. 04 Cr. OR Two (02) No. of Projects each amounting to Rs. 2.50 Cr. OR Three (03) No. of Projects each amounting Rs. 2 Cr. Note 1: Value of Consolidated Work Order will be considered as inclusive of all taxes.	3. More than 10 Cr. – 20 Marks
7.	Presence in India	Bidder should have its offices in India.	Total Marks – 5 Pan India Offices – 1. 01 state – 3 Marks 2. 02 states – 4 Marks 3. More than 02 states – 5 Marks
8.	Execution of Project in India / Abroad	The Bidder should have executed Projects in India/Abroad.	Total Marks – 10 Projects in States across India - 1. Upto 01 State – 3 Marks 2. 02 to 03 States – 5 Marks 3. More than 03 States – 10 Marks
9.	Deployed Manpower Strength	The bidder must have deployed Manpower Strength on its 's Payroll as on bid submission date.	Total Marks – 10 1. 200 to 500 employees– 3 Marks 2. 500 to 1000 Employees – 5 Marks 3. More than 1000 Employees – 10 Marks
10.	Certifications	Labour Licence & PSARA Licence & ISO 9001:2015 & BCAS Clearance	Total Marks – 10 1. Labour Licence – 2.5 Marks 2. PSARA Licence – 2.5 Marks 3. ISO 9001:2015 – 2.5 Marks 4. BCAS Clearance – 2.5 Marks
		TOTAL MARKS	100

Annexure-1C
(For Project Value above Rs 10 Cr. upto 30 Cr.)

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
1.	Legal Entity	The Bidder should be a legal entity i.e. registered Company/Partnership Firm/LLP/Co-operative society registered in India for last Five (05) years as on the date of publishing of this EOI. The bidder should produce Memorandum of Association (in case of registered Companies), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm/LLP).	Total Marks – 5 Bidder Company's existence 05 to 06 Years – 3 Marks 06 to 07 Years – 4 Marks - More than 07 Years – 5 Marks
2.	Paid-up Capital	Bidder must have minimum of Rs. 3 lakhs of Paid-up Capital	Total Marks –5 Paid-Up Capital of: 03 Lakhs to 04 Lakhs – 3 Marks 04 Lakhs to 05 Lakhs – 4 Marks - More than 05 lakhs – 5 Marks
3.	Turnover	The bidder shall have an annual average turnover of minimum Rs. 10 Cr. from the service listed in clause 2.2 in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 15 Bidder Company's Average Annual Turnover in last Five (05) FYs: 10 Cr. to 15 Cr. – 5 Marks 15 Cr. to 25 Cr.– 10 Marks - More than 25 Cr. – 15 Marks
4.	Net Worth	Bidder must have the Positive Net worth of Rs. 20 Lakhs in previous Five (05) financial years ending on 31 March 2025.	Total Marks – 5 Average Net worth in Last 5 FY - Rs. 20 Lakhs to 25 Lakhs – 3 Marks - Rs. 25 Lakhs to 30 Lakhs - 4 Marks - More than Rs. 30 Lakhs – 5 Marks
5.	Bank Solvency/ Credit Facility	The Bidders should have the latest Bank Solvency/Credit Facility Certificate from any of the Nationalized Bank for Rs. 2 Cr.	Total Marks – 15 Latest Bank Solvency Certificate: - Rs. 2 Cr. to Rs. 3 Cr. – 5 Marks - Rs. 3 Cr. to 04 Cr.- 10 Marks - More than 04 Cr. – 15 Marks
6.	Work experience	The bidders must have experience in the specialized categories mentioned in clause 2.2 in providing service to various State/Central Government Organizations/PSUs for the last five (05) financial years: One (01) No. of Project amounting to Rupees Rs. 16 Cr. OR	Total Marks – 20 Aggregate Project Value: - Rs. 16 Cr. to 23 Cr. – 10 Marks - Rs. 23 Cr. to Rs. 30 Cr.– 15 Marks - More than 30 Cr. – 20 Marks

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
		Two (02) No. of Projects each amounting to Rs. 10 Cr. OR Three (03) No. of Projects each amounting Rs. 8 Cr. <i>Note: Value of Consolidated Work Order will be considered as inclusive of all taxes.</i>	
7.	Presence in India	Bidder should have its offices in India.	Total Marks – 5 Pan India Offices – 1. 01 to 02 states – 3 Marks 2. 02 to 03 states – 4 Marks 3. More than 03 states – 5 Marks
8.	Execution of Project in India / Abroad	The Bidder should have executed Projects in India/ Abroad.	Total Marks – 10 Projects in States across India - 1. 01 to 02 states – 3 Marks 2. 03 to 04 States – 5 Marks 3. More than 4 States – 10 Marks
9.	Deployed Manpower Strength	The bidder must have deployed Manpower Strength on its 's Payroll as on bid submission date.	Total Marks – 10 1. 500 to 1000 employees– 3 Marks 2. 1000 to 2000 Employees – 5 Marks 3. More than 2000 Employees – 10 Marks
10.	Certifications	Labour Licence & PSARA Licence & ISO 9001:2015 & BCAS Clearance	Total Marks – 10 1. Labour Licence – 2.5 Marks 2. PSARA Licence – 2.5 Marks 3. ISO 9001:2015 – 2.5 Marks 4. BCAS Clearance – 2.5 Marks
		TOTAL MARKS	100

Annexure-1D
(For Project Value above Rs. 30 Cr. upto Rs. 60 Cr.)

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
1.	Legal Entity	The Bidder should be a legal entity i.e. Registered Company/LLP/Co-operative society registered in India for last Five (05) years as on the date of publishing of this EOI. The bidder should produce Memorandum of Association (in case of registered Companies), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of LLP).	Total Marks – 5 Bidder Company's existence 05 to 06 Years – 3 Marks 06 to 07 Years – 4 Marks - More than 07 Years – 5 Marks
2.	Paid-up Capital	Bidder must have minimum of Rs. 6 lakhs of Paid-up Capital	Total Marks – 5 Paid-Up Capital of: 06 Lakhs to 07 Lakhs – 3 Marks 07 Lakhs to 08 Lakhs – 4 Marks - More than 08 lakhs – 5 Marks
3.	Turnover	The bidder shall have an annual average turnover of minimum Rs. 20 Cr. from the service listed in clause 2.2 in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 15 Bidder Company's Average Annual Turnover in last Five (05) FYs: 20 Cr. to 40 Cr. – 5 Marks 40 Cr. to 60 Cr. – 10 Marks - More than 60 Cr. – 15 Marks
4.	Net Worth	Bidder must have the Positive average Net worth of Rs. 45 Lakhs in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 5 Net worth in Last 5 FY 45 Lakhs to 50 Lakhs – 3 Marks 50 Lakhs to 55 Lakhs – 4 Marks - More than 55 Lakhs – 5 Marks
5.	Bank Solvency/ Credit Facility	The Bidders should have the latest Bank Solvency/Credit Facility Certificate from any of the Nationalized Bank for Rs. 4.5 Cr.	Total Marks – 15 Latest Bank Solvency Certificate: 4.5 Cr. to 5 Cr. – 5 Marks 5 Cr. to 5.5 Cr. – 10 Marks - More than 5.5 Cr. – 15 Marks
6.	Work experience	The bidders must have experience in the specialized categories mentioned in clause 2.2 in providing service to various State/Central Government Organizations/PSUs for the last five (05) financial years: One (01) No. of Project amounting to Rupees Rs. 36 Cr. OR Two (02) No. of Projects each amounting to Rs. 22.50 Cr. OR	Total Marks – 20 Aggregate Project Value: - Rs. 36 Cr. to Rs. 48 Cr – 10 Marks - Rs. 48 Cr. to Rs. 60 Cr. – 15 Marks - More than 60 Cr. – 20 Marks

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
		Three (03) No. of Projects each amounting Rs. 18.00 Cr. Note 1: Value of Consolidated Work Order will be considered as inclusive of all taxes.	
7.	Presence in India	Bidder should have its offices in minimum of 03 states/UTs in India.	Total Marks – 5 Pan India Offices – 1. 03 states – 3 Marks 2. 04 to 05 states – 4 Marks 3. More than 05 states – 5 Marks
8.	Execution of Assignments in India / Abroad	The Bidder should have executed Projects in minimum 03 states/UTs in India/ Abroad.	Total Marks – 10 Projects in States across India - 1. 03 States – 3 Marks 2. 04 to 05 States – 5 Marks 3. More than 05 States – 10 Marks
9.	Deployed Manpower Strength	The bidder must have deployed Manpower Strength on its Payroll as on bid submission date.	Total Marks – 10 1. 500 to 1000 employees– 3 Marks 2. 1000 to 5000 Employees – 5 Marks 3. More than 5000 Employees – 10 Marks
10.	Certifications	Labour Licence & PSARA Licence & ISO 9001:2015 & BCAS Clearance	Total Marks – 10 1. Labour Licence – 2.5 Marks 2. PSARA Licence – 2.5 Marks 3. ISO 9001:2015 – 2.5 Marks 4. BCAS Clearance – 2.5 Marks
		TOTAL MARKS	100

Annexure-1E**(For Project Value above Rs. 60 Cr. upto Rs. 100 Cr.)**

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
1.	Legal Entity	The Bidder should be a legal entity i.e. Registered Company or LLP registered in India for last Five (05) years as on the date of publishing of this EOI. The bidder should produce Memorandum of Association (in case of registered Companies under Company Act) and Partnership deed (in case of LLP).	Total Marks – 5 Bidder Company's existence 05 to 06 Years – 3 Marks 06 to 07 Years – 4 Marks - More than 07 Years – 5 Marks
2.	Paid-up Capital	Bidder must have minimum of Rs. 10 lakhs of Paid-up Capital	Total Marks – 5 Paid-Up Capital of: 10 Lakhs to 11 Lakhs – 3 Marks 11 Lakhs to 12 Lakhs – 4 Marks - More than 12 lakhs – 5 Marks
3.	Turnover	The bidder shall have an annual average turnover of minimum Rs. 33 Cr. from the service listed in clause 2.2 in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 15 Bidder Company's Average Annual Turnover in last Five (05) FYs: 33 Cr. to 66 Cr. – 5 Marks 66 Cr. to 100 Cr. – 10 Marks - More than 100 Cr. – 15 Marks
4.	Net Worth	Bidder must have the Positive average Net worth of Rs. 80 Lakhs in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 5 Net worth in Last 5 FY 80 Lakhs to 90 Lakhs – 3 Marks 90 Lakhs to 100 Lakhs – 4 Marks - More than 100 Lakhs – 5 Marks
5.	Bank Solvency/ credit facility	The Bidders should have the latest Bank Solvency/Credit Facility Certificate from any of the Nationalized Bank for Rs. Rs. 8 Cr.	Total Marks – 15 Latest Bank Solvency Certificate: 8 Cr. to 9 Cr. – 5 Marks 9 Cr. to 10 Cr. – 10 Marks - More than 10 Cr. – 15 Marks
6.	Work experience	The bidders must have experience in the specialized categories mentioned in clause 2.2 in providing service to various State/Central Government Organizations/PSUs for the last five (05) financial years: One (01) No. of Project amounting to Rupees Rs. 64 Cr. OR Two (02) No. of Projects each amounting to Rs. 40 Cr. OR Three (03) No. of Projects each amounting Rs. 32 Cr. Note: Value of Consolidated Work Order will	Total Marks – 20 Aggregate Project Value: - Rs. 64 Cr. to Rs. 82 Cr. – 10 Marks - Rs. 82 Cr. to Rs. 100 Cr. – 15 Marks - More than 100 Cr. – 20 Marks

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
		<i>be considered as inclusive of all taxes.</i>	
7.	Presence in India	Bidder should have its offices in minimum of 03 states/UTs in India.	Total Marks – 5 Pan India Offices – 1. 03 states – 2 Marks 2. 04 to 07 states – 3 Marks 3. More than 07 states – 5 Marks
8.	Execution of Assignments in India / Abroad	The Bidder should have executed Projects in minimum 03 states/UTs in India/Abroad.	Total Marks – 10 Projects in States across India - 1. 03 States – 3 Marks 2. 04 to 05 States – 5 Marks 3. More than 05 States – 10 Marks
9.	Deployed Manpower Strength	The bidder must have deployed Manpower Strength on its 's Payroll as on bid submission date.	Total Marks – 10 1. 500 to 1000 employees– 3 Marks 2. 1000 to 5000 Employees – 5 Marks 3. More than 5000 Employees – 10 Marks
10.	Certifications	Labour Licence & PSARA Licence & ISO 9001:2015 & BCAS Clearance	Total Marks – 10 1. Labour Licence – 2.5 Marks 2. PSARA Licence – 2.5 Marks 3. ISO 9001:2015 – 2.5 Marks 4. BCAS Clearance – 2.5 Marks
		TOTAL MARKS	100

Annexure-1F
(For Project Value more than Rs. 100 Cr.)

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
1.	Legal Entity	The Bidder should be a legal entity i.e a company registered in India for last Five (05) years as on the date of publishing of this EOI. The bidder should produce Memorandum of Association (in case of registered Companies under Companies Act).	Total Marks – 5 Bidder Company's existence 05 to 06 Years – 3 Marks 06 to 07 Years – 4 Marks - More than 07 Years – 5 Marks
2.	Paid-up Capital	Bidder must have minimum of Rs. 15 lakhs of Paid-up Capital	Total Marks –5 Paid-Up Capital of: 15 Lakh to 20 Lakh – 3 Marks 20 Lakh to 25 Lakhs – 4 Marks - More than 25 lakhs – 5 Marks
3.	Turnover	The bidder shall have an annual average turnover of minimum Rs. 50 Cr. from the service listed in clause 2.2 in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 15 Bidder Company's Average Annual Turnover in last Five (05) FYs: 50 Cr. to 80 Cr. – 5 Marks 80 Cr. to 150 Cr.– 10 Marks - More than 150 Cr. – 15 Marks
4.	Net Worth	Bidder must have the Positive Net worth of Rs. 100 Lakhs in the previous Five (05) financial years ending on 31 March 2025.	Total Marks – 5 Net worth in Last FY 5 years 100 Lakhs to 110 Lakhs – 3 Marks 110 Lakhs to 120 Lakhs- 4 Marks - More than 120 Lakhs – 5 Marks
5.	Bank Solvency/ Credit Facility	The Bidders should have the latest Bank Solvency/Credit Facility Certificate from any of the Nationalized Bank for Rs. 15 Cr.	Total Marks – 15 Latest Bank Solvency Certificate: 15 Cr. to 20 Cr. – 5 Marks 20 Cr. to 25 Cr.- 10 Marks - More than 25 Cr. – 15 Marks
6.	Work experience	The bidders must have experience in the scope of work mentioned in clause 2.2 in providing service to various State/Central Government Organizations/PSUs for the last five (05) financial years: One (01) No. of Project amounting to Rupees Rs. 80 Cr. OR Two (02) No. of Projects each amounting to Rs. 60 Cr. OR Three (03) No. of Projects each amounting Rs. 40 Cr. Note: Value of Consolidated Work Order will	Total Marks – 20 Aggregate Project Value: - Rs. 80 Cr. to Rs. 120 Cr. – 10 Marks - Rs. 120 Cr. to Rs. 150 Cr.– 15 Marks - More than 150 Cr. – 20 Marks

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
		<i>be considered as inclusive of all taxes.</i>	
7.	Presence in India	Bidder should have its offices in minimum of 03 states/UTs in India.	Total Marks – 5 Pan India Offices – 1. 03 states – 3 Marks 2. 04 to 07 states – 4 Marks 3. More than 07 states – 5 Marks
8.	Execution of Assignments in India / Abroad	The Bidder should have executed Projects in minimum 05 states/UTs in India/Abroad.	Total Marks – 10 Projects in States across India - 1. 05 States – 3 Marks 2. 05 to 07 States – 5 Marks 3. More than 07 States – 10 Marks
9.	Deployed Manpower Strength	The bidder must have deployed Manpower Strength on its 's Payroll as on bid submission date.	Total Marks – 10 1. 500 to 1000 employees– 3 Marks 2. 1000 to 5000 Employees – 5 Marks 3. More than 5000 Employees – 10 Marks
10.	Certifications	Labour Licence & PSARA Licence & ISO 9001:2015 & BCAS Clearance	Total Marks – 10 1. Labour Licence – 2.5 Marks 2. PSARA Licence – 2.5 Marks 3. ISO 9001:2015 – 2.5 Marks 4. BCAS Clearance – 2.5 Marks
		TOTAL MARKS	100

Check List

Following table is an indicative submission of checklist. The bidder has to ensure that the following components have been submitted. Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid:

S. No.	Basic Requirement	Documents Required	Page No.
1.	Covering Letter	Annexure-3	
2.	Bid submission form	Annexure-4	
3.	Undertaking for non-Blacklisting	Undertaking on Notarized Affidavit on Non Judicial Stamp paper worth Rs 100 as per format in Annexure-5	
4.	Undertaking of correctness of the documents submitted	Undertaking on letterhead of the bidder as per format in Annexure-6	
5.	Details of the Offices across India	List of the Offices in India as per Annexure-7	
6.	Bidding Authorization/Power of Attorney	Power of Attorney on Non Judicial Stamp paper worth Rs 100/- as per format in Annexure-8	
7.	MSME Undertaking	Format of Undertaking as per Annexure- 9	
8.	Declaration for procurement from a Bidder of a country which shares a land border with India	Format on procurement from a Bidder of a country which shares a land border with India as per Annexure- 10	
9.	Non-Disclosure Agreement	Format of Non-Disclosure Agreement as per Annexure-11	
10.	MoU for empanelment	Draft MoU for empanelment to be signed and stamped on every page by bidder as per Annexure-12	
11.	Work Experience	Annexure-13-A and 13-B	
12.	Pan-India Execution of Assignments	Annexure-14	
13.	Performance Bank Guarantee	Annexure-15	
14.	Legal Entity registered in India as on the date of publishing of this EOI	Copy of Certificate of Incorporation/Registration under Companies Act, 1956/2013 and MOA / Bye laws and Certificates for Registration (in case of registered co-operative societies)/ Partnership deed (in case of partnership firm)/ GST Registration for Proprietorship	

15.	Company Credentials	Complete Profile of the firm along with the documentary evidence of work experience like Contract/MoUs/Work Orders/ Experience Certificates issued by the client.	
16.	Statutory Registrations: Goods and Service Tax Department, TAN PAN ESIC Registration EPFO Registration Labour Department Registration Shop Establishment	Valid Certificate for each of the registration along with the latest ESI/PF Challans for Last 3months and ITRs for last 2 years.	
17.	Turnover	Certificate from the Statutory Auditor/CA on Turnover details along with Audited & Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years (2022-23, 2023-24 and 2024-25)	
18.	Net Worth	Certificate from the Statutory Auditor/CA on net worth	
19.	Bank Solvency/ Credit facility	Solvency Certificate from any Nationalized Bank, not older than 6 months from the date of publishing of bid	
20.	Technical Employee Strength of Bidder/ Specialized Professionals	Certificate from CA firm/Statutory Auditor clearly stating the number of Technical employees on bidder's Payroll for respective scope of work, as on bidding date	
21.	CMMI Certificate/Labour License/Electrical License/PSARA Licence/ISO 9001:2015/Any other License required for the Project	Copy of valid Certificate	

Yours Sincerely
(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:
Date:
Seal:

Format of Covering Letter*[To be submitted on the letter-head of the bidder]*

EOI No. BECIL/Centralized Empanelment/2025/14

Date: _____

To
 Binay Kumar Tiwari
 Dy. General Manager
 Broadcast Engineering Consultants India Limited
 C – 56, A/17, Sector – 62,
 Noida – 201301 (Uttar Pradesh)

Subject: Submission of Technical Bid**Category Applied for:**

Part	Category Code	Description of areas of empanelment	Tender fee (for each category) (in Rs.)	EMD fee (for each category) (in Rs.)

Dear Sir,

1. We, **(name of the company/firm)**, have examined the Bid, the receipt of which is hereby duly acknowledged. We, hereby, offer to provide the professional services as required and outlined in the Bid Document for Centralized Empanelment of Back-end Partners/Vendors/Associates issued vide EOI No. BECIL/Centralized Empanelment/2026/5483/03 dated: **DD/MM/2026**.
2. Primary & Secondary contact for our company/firm is as follows:

Details	Primary Contact	Secondary Contact
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		

3. We attach hereto the response as required by the Bid, which constitutes our proposal.
4. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Bid Inviting Authority is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.
5. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.
6. We agree for unconditional acceptance of all the terms and conditions set out in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date of bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee bond as prescribed in this Bid.
7. We agree that you are not bound to accept any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the EOI response.
8. It is hereby confirmed that I/We are entitled to act on behalf of our Company /Firm/Organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Sincerely,

(Signature of the Authorized Signatory)

Name of the Authorized Signatory:

Designation:

Date:

Seal:

Bid Submission Form

[To be submitted on the letter-head of the bidder]

EOI No. BECIL/Centralized Empanelment/2025/14

Date: _____

To
Binay Kumar Tiwari
Dy. General Manager
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Dear Sir,

In response to the EOI No., we hereby submit our offer herewith:

1. Bidder Name : _____

2. Website Address : _____

3. Email Id : _____

4. Address for Communication : _____

5. _____ Telephone Number : _____

6. Fax/Telefax Number : _____

7. Authorized Person - Name : _____

Designation: _____

Mobile No.: _____

Email ID: _____

8. Alternate Person - Name : _____
Designation: _____
Mobile No.: _____
Email ID: _____

9. PAN Number : _____

10. GST Registration no. with address : _____

11. Beneficiary's complete Bank Details:

Bank Account No. : _____
IFSC / NEFT Code : _____
Name of the Bank : _____
Address of the Branch : _____

12. Particulars of Tender Fee

Amount (in Rs.) : _____
Demand Draft No. : _____
Date : _____
Name of the Bank : _____
Address of the Bank : _____

13. Particulars of EMD

Amount (in Rs.) : _____
Demand Draft No. : _____
Date : _____
Name of the Bank : _____
Address of the Bank : _____

14. Turnover of the Bidder in last 3 years:-

Year	Total Turnover in Rs. (Lakh)	Turnover in Rs. (Lakh) from specific category mentioned in clause 2.2 of the EOI
2023-24		
2024-25		
2025-26		
Average Turnover		

15. Are you a MSME Unit. If yes, please furnish Registration Details along with category (Micro/Small/Medium) Name of the DIC/State:

—

16. If you are MSME, is it owned by SC/ST Entrepreneurs and/or Women Entrepreneurs? If yes, please specify the Name of the owner who is SC or ST and/or Women Entrepreneur (as applicable).

DECLARATION

- 1) I/We have read and understood the terms & conditions of the above-mentioned EOI and comply with all Terms & Conditions of the EOI.
- 2) I/We certify that the information mentioned above are true and correct to best of our knowledge.

Yours Sincerely,

(Signature of the Authorized Signatory)

Name of the Authorized Signatory:

Designation:

Format of Non – Blacklisting

[Notarized Affidavit on Non Judicial Stamp paper worth Rs 100/-]

EOI No. BECIL/Centralized Empanelment/2025/14

Date: _____

To
Binay Kumar Tiwari
Dy. General Manager
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: Self Declaration/Undertaking of not been blacklisted

Dear Sir,

I / We undersigned, confirm that our company, **(Name of the Bidder)**, is not debarred/blacklisted in any manner whatsoever by any Union Govt./State Govt. /PSU in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices on date of submission of the above stated Bid.

Yours Sincerely,

(Signature of the Authorized Signatory)

Name of the Authorized Signatory:

Designation:

Date:

Seal:

Undertaking for Correctness/Genuineness of the documents submitted
[To be submitted on the Letterhead of the Bidder]

EOI No. BECIL/Centralized Empanelment/2025/14

Date: _____

To
Binay Kumar Tiwari
Dy. General Manager
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: Undertaking for Correctness/Genuineness of the documents submitted

Dear Sir,

I / We, **(Name of the Bidder)**, declare that all the documents/certificates/information submitted by us against this EOI are genuine.

In case any of the documents/certificates/information submitted by us, is found to be false or forged, BECIL shall immediately reject our bid or cancel/terminate the contract and forfeit EMD/Bid security/Performance Security submitted by us and debar us from participation in future EOIs/tenders of BECIL.

Yours Sincerely,

(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:

Date:
Seal:

Format of List of the Offices in India
[To be submitted on the letter-head of the bidder]

EOI No. BECIL/Centralized Empanelment/2025/14**Date:** _____

To
Binay Kumar Tiwari
Dy. General Manager
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: List of the Offices in India

Dear Sir,

Following table is an indicative submission of our Offices in India.

S. No.	Location (State)	Complete Address with Pin Code	Proof of Address like Rent/Lease agreement, utility bills/GST Registration
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Yours Sincerely,

(Signature of the Authorized Signatory)

Name of the Authorized Signatory:

Designation:

Date:

Seal:

Format of Power of Attorney

[Notarized on Non Judicial Stamp paper worth Rs 100/-]

Know all men by these presents, We(***Name of the Bidder***), (***Address***)....., do hereby constitute, appoint and authorize (***Name & Address of Attorney***) who is presently employed with us and holding the position of _____, as our true and lawful Attorney to do in our name and our behalf all or any of the acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in response to EOI No. BECIL/Centralized Empanelment/2026/5483/03 dated _____ issued by BECIL including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client. The act done by _____ (Name of authorized person) will be binding on the selected bidder.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bid Document.

Signed by the within named

.....

through the hand of

.....

Duly authorized by the Board to issue such Power of Attorney Dated:

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

..... (Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

(Signature)

Name Designation.....

MSME UNDERTAKING
(To be given on a Rs. 100/- Stamp Paper)

This Undertaking is made on this ____ day of _____, 2025, by: _____

M/s. [Name of Bidder], having its registered office at..... **[address]** (hereinafter referred to as the "**Bidder**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns);

IN FAVOUR OF:

Broadcast Engineering Consultants India Limited (BECIL), a distinguished Mini Ratna Public Sector Enterprise, having its Corporate Office at BECIL Bhawan, C-56, A/17, Sector-62, Noida - 201307(UP) (hereinafter referred to as the "**BECIL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns).

WHEREAS:

1. The **Principal Employer/client**, have awarded the work for execution of the project to BECIL.
2. BECIL through this EOI intends to onboard on agency / agencies for Supply of RFID Enabled Smart Card and Printing of Smart Card with hologram lanyard and PVC Card holder.
3. As per the terms of the EOI, BECIL shall release payment to the selected Bidder/bidders only after receiving the payment from the Principal Employer/client.

NOW THEREFORE, the bidder hereby undertakes and agrees as follows:

1. The bidder acknowledges and confirms that the BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.
2. The Bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The bidder further waives its right to claim Interest on delayed payment by the BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.
3. This obligation shall survive the termination or expiry of the Contract signed with the successful bidder selected through this EOI process.

Signature & Stamp of Bidder

Date:

Seal:

Format on procurement from a Bidder of a country which shares a land border with India

[Notarized Affidavit on Non Judicial Stamp paper worth Rs 100/-]

EOI No. BECIL/Centralized Empanelment/2026/5483/03

Date: _____

To
Binay Kumar Tiwari
Dy. General Manager
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: Self-Declaration/Undertaking regarding sourcing products and services in the bid

Dear Sir,

1. I / We undersigned, confirm that I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.
2. I/We certify that bidder M/s ***(name of the bidder)*** is not from such a country or if from such a country, has been registered with the Competent Authority.
3. I/We hereby certify that bidder ***M/s (Name of bidder)*** fulfills all the requirement in this regard and is eligible to be considered against this EOI. The bidder will not source those products & services whose beneficial owner is from such countries."

Yours Sincerely,

(Signature of the Authorized Signatory)

Name of the Authorized Signatory:

Designation:

Date:

Seal:

[Wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

Format of Non-Disclosure Agreement
[To be submitted on the letter-head of the bidder]

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No. ----- for ----- (hereinafter called the said 'Bid') to the Tender Inviting Authority, hereinafter referred to as 'Purchaser' and,

WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal ("to be confirmed in writing within fifteen days of such verbal disclosure.) or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.

2. Confidential Information does not include information which:

- a. The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. Information in the public domain as a matter of law;
- c. Is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. The Bidder is required to disclose by order of a competent court or regulatory authority;
- e. Is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Bidding process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than

the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. To maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. To only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. To restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential
- d. Information disclosed to them in accordance with this clause; and
- e. To treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Bidding process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Bidding process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the

Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:
(BIDDER)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date :

Memorandum of Understanding

by and between

**Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
C56 / A 17 Block C Sector 62 Noida 201307**

And

Vendor Name

Address

For

Centralized Empanelment

For

(Manpower Outsourcing Services)

TABLE OF CONTENTS

ARTICLE 1: PREAMBLE

ARTICLE 2: GENERAL

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

ARTICLE 4: PERIOD OF EMPANELMENT

ARTICLE 5: ROLES AND RESPONSIBILITIES

ARTICLE 6: GENERAL TERMS & CONDITIONS

ARTICLE 7: SPECIAL TERMS & CONDITIONS

Memorandum of Understanding

This Memorandum of Understanding is executed at Noida on thisday of 2025 ("Effective Date").

BETWEEN

Broadcast Engineering Consultants India Limited, a Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida-201301 (U.P.) and Head Office at 14-B, IP Estate, Ring Road, New Delhi -110002 acting through _____ (**name of Vertical Head**) (hereinafter referred to as "**BECIL or First Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s _____ **Vendor Name** registered under the _____, with its registered office at **Address** acting through _____ (**hereinafter referred to as "empanelled vendor" or "Vendor Name"**) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

"BECIL" and "_____" are individually referred to as "Party" and collectively as "Parties".

ARTICLE 1: PREAMBLE

WHEREAS M/s **Broadcast Engineering Consultants India Limited**, is a Mini Ratna Central Public Sector Enterprise (CPSE), incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

WHEREAS BECIL published EOI No. b) **BECIL/Centralized Empanelment/2026/5483/03** dated **DD/MM/2026** (hereinafter referred as BECIL EOI) for centralized empanelment of Back- End Partners/ Vendors/Associates for Manpower Outsourcing Services.

AND WHEREAS (**Vendor Name**) submitted their offer and pursuant to the same, was selected by BECIL as Empanelled Back- End Partner/Vendor/Associate for following Category/ies:-

1. For **Project Value** upto **Rs. 05 Cr.**
2. For **Project Value** above **Rs. 05 Cr. upto 10 Cr.**
3. For **Project Value** above **Rs. 10 Cr. upto 30 Cr.**
4. For **Project Value** above **Rs. 30 Cr. upto Rs. 60 Cr.**
5. For **Project Value** above **Rs. 60 Cr. upto Rs. 100 Cr.**
6. For **Project Value** more than **Rs. 100 Cr.**

Now, therefore, it is agreed between the Parties as under:

ARTICLE 2: GENERAL

2.6 Purpose/Objective:

3.15.6 The purpose and intent of this MoU is to undertake preliminary empanelment of M/s

_____ (name of vendor), who has been selected for empanelment with BECIL, through BECIL's EOI no. _____ dated _____. As empaneled partner of BECIL, M/s _____ (name of vendor) will be associated with BECIL to support/participate in various projects of end customers across industry in various fields.

3.15.7 The empanelment is non-exclusive and does not guarantee award of work. However, all offers/RFPs/EOIs for various projects to be undertaken by BECIL will be issued to the empaneled vendor in the respective areas/categories for which they are empaneled. Final selection for specific projects will be made through separate limited RFP (technical & financial) process based on the customer's requirement and eligibility criteria.

3.15.8 The Parties wish to work together with the understanding that BECIL shall act as (lead empaneled vendor) in opportunities pursued by BECIL, and partner _____ for participating in BECIL Opportunities. The Empaneled Partner/Vendor/Associate shall provide backend support (technical, commercial, and execution) for such opportunities.

3.15.9 Through this MoU, BECIL aims to achieve its vision and mission by empaneling M/s _____ to collaborate on various projects. The empanelment process is aimed at meeting the following:

- iii. **Bidding and Proposal Preparation:** Partner will assist BECIL in preparing and participating in competitive bids for various projects, ensuring comprehensive and competitive offerings. BECIL may, if required, form a Joint Venture/Consortium with the empanelled partner, as per the requirement of the Tender/Project.
- iv. **Project Execution:** Partner, once selected for the particular project will jointly execute those projects with BECIL, (in the area in which they have been empanelled) which are awarded either through tender processes or on nomination basis.

3.15.10 All the terms and conditions of BECIL's EOI no. _____ dated _____ shall be fully applicable for this MoU, and the EOI shall be deemed to be a part of this MoU.

ARTICLE 3: SCOPE OF WORK

(To be filled by Vertical)

3.1 Scope of Work

As mentioned in EOI no. _____ dated _____

3.2 The scope of work is indicative and not limited to the points mentioned above.

ARTICLE 4: PERIOD OF EMPANELMENT

4.1 Empanelment Period

- 4.1.1** Initially, the empanelment shall be for a period of Two (02) Years, extendable annually for a total period of three (03) years, subject to satisfactory performance of the empanelled vendor. After the end of the empanelment period, BECIL reserves the right to either continue with the

existing vendor with either same or revised terms and conditions as mutually agreed by both parties. However, in case any project is under execution through the empanelled vendor, the project shall continue to be executed by the vendor till completion + Warranty Period (as applicable).

4.1.2 Extension of Empanelment

- d. A Committee may be constituted by BECIL to annually review/evaluate/re-assess vendors' performance during their empanelment period; based on the following criteria:
 - Timely response to the project related queries/RFP by the vendor.
 - Satisfactory completion of the projects awarded by BECIL.
 - Compliance of the terms & conditions of MoU signed with BECIL.
 - Current financial soundness/credit worthiness
- e. Extension of the Empanelment Period, will be done at the discretion of BECIL, based on the Committee's report.
- f. BECIL may decide to retain the vendor or delete/downgrade the vendor from the list of empanelled vendors based on the Committee's report on the firm's performance during the preceding period.

ARTICLE 5: ROLES AND RESPONSIBILITIES

5.1 Deliverables

The empaneled vendor shall deliver following services to BECIL:

- Assisting BECIL in preparing and participating in competitive bids for various projects
- Ensuring comprehensive and competitive offerings during submission of bids
- Entering into a Joint Venture/Consortium with BECIL, as per the requirement of the Tender/Project.
- Execute the projects in a professional & timely manner under the PMC services of BECIL.
- Execute the projects under Public-Private Partnerships (PPP) model/ Design-Build-Own-Operate-Transfer (BOOT) model, as per the end User/Client requirement
- Associate with BECIL to garner business opportunities from end customers across industry in various fields
- Giving exclusive rights to BECIL for their products/services (in case of OEMs/Distributors/System Integrators)

5.2 Office Setup

The empaneled vendor shall set up the office along with infrastructure and personnel across the Country on its own expenditure, at the places where projects are being executed.

5.3 Responsibilities of the Empaneled Vendor

Since the empaneled vendor will be an important stakeholder in the specific project, following are the responsibilities of the vendor:

- (xx) The empanelled vendor shall provide commercial and technical response within the timeline of the project (including technical capability, man-hours and other details).
- (xxi) The empanelled vendor shall keep BECIL updated on its product and service portfolio (i.e. any product/service is added/terminated/modified).
- (xxii) The empanelled vendor shall provide product demonstrations to BECIL or to the client/prospect, as required.
- (xxiii) The empanelled vendor shall support BECIL in implementation of the project, as agreed in the RFP/MoU with the client.
- (xxiv) If required, the empanelled vendor shall execute the projects under Public-Private Partnerships (PPP) model/ Design-Build-own-operate-transfer (BOOT) model, as per the end User/Client requirement
- (xxv) The empanelled vendor shall abide by agreed terms and conditions for the complete period of empanelment.
- (xxvi) The empanelled vendor will share leads for potential business opportunities for BECIL.
- (xxvii) The empanelled vendor shall provide pre-sales support to BECIL in responding to specific RFPs/Tenders etc.
- (xxviii) The empanelled vendor shall respond to each request for quotation raised by BECIL within stipulated time decided by BECIL.

In case the empanelled vendor fails to respond to BECIL's EOI/RFP **on 03 successive occasions**, BECIL may at its discretion cancel the empanelment of the vendor and forfeit the Empanelment fee and Security Deposit.
- (xxix) The empanelled vendor will support BECIL in preparation of the tender response (Technical & Commercial).
- (xxx) Wherever required, the empanelled vendor shall provide MAF (Manufacturers Authorization) as per required format in the name of BECIL.
- (xxxi) The empanelled vendor shall provide access to all available products with detail and with their prices/MRP. However, the empanelled vendor shall provide best price to BECIL at the time of tender/RFP submission.
- (xxxii) The empanelled vendor shall be responsible for all technical compliances, while participating in any tender/EOI/RFP/Project with BECIL.
- (xxxiii) The empanelled vendor need to submit Empanelment Fee and/or Performance Security and/or Sign Integrity Pact on case to case basis or as a back to back arrangement and depending on the conditions of end customer project/RFP/Tender.
- (xxxiv) Various commercial agreements will be signed by BECIL for specific projects with specific Terms & Conditions as required with the empanelled vendor, after following due procedures of BECIL, as per the business needs and requirements of the end customer.
- (xxxv) Wherever required, specific purchase order will be issued and/or agreement will be signed with respective vendor for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, Warranty, AMC, SLA, payment terms, etc. shall be finalized on case to case basis

depending upon BECIL/End-Client requirement. All these terms & conditions of the client in the RFP/Work Order will be applicable on the empanelled vendor, on back to back basis.

(xxxvi) Divisibility, Purchase preference shall be as applicable on case to case basis.

ARTICLE 6: GENERAL TERMS & CONDITIONS

6.1 RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein, shall be construed as establishing a relation of master and servant or of Agent and Principal as between the empanelled vendor and BECIL.

6.2 INTELLECTUAL PROPERTY RIGHTS

- 6.2.1 Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the empanelled vendor under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.
- 6.2.2 The empanelled vendor shall, not later than upon termination or expiration of this MoU and/or subsequent Agreement/MoU signed with the empanelled vendor, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.
- 6.2.3 The empanelled vendor shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the empanelled vendor does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.
- 6.2.4 The Empanelled vendor shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this MoU. If license agreements are necessary or appropriate between the Empanelled vendor and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Empanelled vendor shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

6.3 LAND AND BORDER PROVISION

The Undertaking shall be submitted by the Empanelled vendor in line with the guidelines issued vide the Office Memorandum, No. F. No. 6/18/2019 dated 23.07.2020, by the Department of Expenditure, Ministry of Finance, Govt. of India.

6.4 INDEMNITY

The Empanelled vendor shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

- a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Empanelled vendor;
- b) Any breach by the Empanelled vendor of any of its obligations under this MoU or from

any negligence under the MoU, including any errors or deficiencies in the performance its scope of work.

- c) That BECIL shall have no liability whatsoever for any injury/death to the Empanelled vendor or its staff or personnel employed by the empanelled vendor caused or suffered during the performance of it's obligations hereunder.

6.5 SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the empanelled vendor shall not disclose the MoU or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Empanelled vendors shall have to sign a Non-Disclosure Agreement with BECIL on a non-judicial stamp-paper of Rs. 100. Without undertaking for compliance to above, the empanelment shall not be considered by BECIL.

6.6 CODE OF INTEGRITY

6.6.1 No official of BECIL or the Empanelled vendor shall act in contravention of the codes which includes Prohibition of:

- a. Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- b. Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
- c. Improper use of information provided by BECIL to the Empanelled vendor with an intent to gain an unfair advantage in the procurement process or for personal gain.
- d. Any financial or business transactions between the Empanelled vendor and any official of BECIL related to tender or execution process of MoU, which can affect the decision of BECIL directly or indirectly.
- e. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- f. Obstruction of any investigation or auditing of a procurement process.
- g. Making false declaration or providing false information for participation in a tender Process or to secure a MoU.

6.6.2 The empanelled vendor shall **sign Integrity Pact as part of the MoU.**

6.7 CONFLICT OF INTEREST

Any Empanelled vendor having a conflict of interest, which substantially affects fair competition, shall not be eligible for empanelment. Empanelment found to have a conflict of interest shall be rejected as non-responsive. Empanelled vendor shall be required to declare the absence of such conflict of interest in Form Declarations. An empanelled vendor in this Tender Process shall be considered to have a conflict of interest if the empanelled vendor:

- a) Directly or indirectly controls, is controlled by or is under common control with another Empanelled vendor; or
- b) Receives or have received any direct or indirect subsidy/ financial stake from another Empanelled vendor; or
- c) Has the same legal representative/ agent as another Empanelled vendor for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than

- one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- d) Has a relationship with another empanelled vendor, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Empanelled vendor or influence the decisions of the Procuring Entity regarding this Tender process; or
 - e) Participates in more than one bid in this tender process. Participation in any capacity by an empanelled vendor (including the participation of an empanelled vendor as sub-contractor in another bid or vice- versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-empanelled vendor firm as a sub-contractor in more than one bid; or
 - f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
 - i. are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
 - ii. would be involved in the implementation or supervision of resulting MoU unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the MoU.

6.8 UNDUE INFLUENCE

- 6.8.1 The Agency/Empanelled vendor undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the MoUs or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present MoU or any other MoU with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present MoU or any other MoU with the Government of India.
- 6.8.2 Any breach of the aforesaid undertaking by the Agency/Empanelled vendor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the MoU and all or any other MoUs with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other MoU with BECIL.

6.9 UNLAWFUL/UNETHICAL PRACTICES

- 6.9.1 If the Empanelled vendor has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- 6.9.2 Any intentional omission or misrepresentation in the documents submitted by the Empanelled vendor for the purpose of due diligence or for the execution of any act essential for the execution of the Project.
- 6.9.3 If the Empanelled vendor uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the MoU

6.10 PENALTY FOR BREACH OF INTEGRITY, UNLAWFUL/UNETHICAL PRACTICES, AND UNDUE INFLUENCE

- i) Forfeiture of Bank guarantee or any other bond or bid security submitted by the Empanelled vendor.
- ii) Cancellation/ termination of the MoU with the liberty to recover the accrued losses/damages from the Empanelled vendor (including imposition of penal damages) from the amounts due/payable to the vendor from any of the MoUs being executed by the empanelled vendor/vendor.
- iii) Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

6.11 BLACKLISTING/ DEBARMENT

The Empanelled vendor shall be debarred/blacklisted from bidding for the MoU/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

6.12 RISK AND COST CLAUSE

- i) In case of persistent breach/default of the terms and conditions of the MoU and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the MoU/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service MoU from other willing vendor at the risk and cost of the Empanelled vendor.
- ii) Risk & Cost Clause, in line with Conditions of MoU may be invoked in any of the following cases:
 - a. Empanelled vendor's poor progress of the work vis-à-vis execution timeline as stipulated in the MoU, backlog attributable to Empanelled vendor including unexecuted portion of work/supply does not appear to be executable within balance available period.
 - b. Withdrawal from or abandonment of the work by Empanelled vendor before completion of the work as per MoU.
 - c. Non completion of work/ Non-supply by the Empanelled vendor within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Empanelled vendor.
 - d. Termination of MoU on account of any other reason (s) attributable to Agency/ Empanelled

vendor

- e. Assignment, transfer, subletting of MoU by the Agency/Empanelled vendor without BECIL's written permission resulting in termination of MoU or part thereof by BECIL.

6.13 PENALTIES

- i. In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Empanelled vendor.
- ii. The Empanelled vendor shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

6.14 CONFIDENTIALITY

- 1. The Empanelled vendor recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.
- 2. The Empanelled vendor recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Empanelled vendor's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Empanelled vendor's and/or its facility staff may be privy under or pursuant to this MoU and/or in the course of performance of the Empanelled vendor 's obligations under this MoU shall be treated, as absolutely confidential and the Empanelled vendor irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Empanelled vendor's obligations hereunder except when required to disclose under the due process and authority of law.

6.15 RIGHT TO INSPECTION

- i. That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Empanelled vendor's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Empanelled vendor to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Empanelled vendor. The Empanelled vendor shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as sand when required.
- ii. That BECIL shall have the right to review and monitor the performance of the Empanelled vendors on a continuous basis. The system integrator shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

6.16 TERMINATIONS

6.16.1 Termination of MoU by BECIL due to unsatisfactory performance

- i. If the Empanelled vendor refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Empanelled vendor to:
- ii. To terminate the MoU without prejudice to any other remedy available under the MoU. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Empanelled vendor by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Empanelled vendor and the MoU shall be deemed terminated after a period of 15 days from the date of notice of termination.

6.16.2 Termination due to Breach

- i. BECIL may, without prejudice to any other remedy available for the breach of MoU, may terminate the MoU in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Agency/ Empanelled vendor, and the MoUs shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- ii. The following sub-clauses shall attract the provision of termination, on the occurrence of the following events:-
 - a. If the Empanelled vendor has abandoned or repudiated the MoU;
 - b. If the Empanelled vendor has without valid reason failed to commence work on the project promptly;
 - c. If the Empanelled vendor has persistently failed to execute the works/express deliverable in accordance with the MoU or persistently neglects to carry out its obligations under the MoU without just cause;
 - d. If the Empanelled vendor defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;
 - e. If the Empanelled vendor has obtained the MoU as a result of undue of influence or adopted unethical means/ corrupt practices.
 - f. if the information submitted/furnished by the Empanelled vendor is found to be incorrect;

6.16.3 Termination due to Insolvency

- i. If the Agency/Empanelled vendor dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-
- ii. To terminate the MoU forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Empanelled vendor or to give the Receiver or liquidator or other person, the option of carrying out the MoU subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the MoU.

6.16.4 Termination for Convenience

BECIL can terminate the MoU by serving a 30 day notice without assigning any cause or reason to the empanelled vendor. The MoU shall be deemed terminated after a period of 30 days from the date of termination notice.

6.17 POST TERMINATION RESPONSIBILITY

- 6.17.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.
- 6.17.2 That any pending bills raised by the Empanelled vendor, prior to or post the termination of the MoU on account of the breach of the terms and conditions of the MoU, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Empanelled vendor respectively.
- 6.17.3 The Empanelled vendor shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.
- 6.17.4 That in the event of termination under clause 17.1 and 17.2 the whole or part of the security deposit furnished by the Agency/Empanelled vendor is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Empanelled vendor any accruing or incurred losses or damages, on account of termination of MoU due to unsatisfactory performance/ delay in execution of work.

6.18 NOTICES

Any notice, invoice, approval, advice, report or notification in connection with this MoU shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the Empanelled vendor and may be given by delivering the same by hand or sending the same by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

Name & Designation of the Official
Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: -----

6.19 NO WAIVER

No waiver of any term, provision, or condition of this MoU, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this MoU, unless the same is agreed upon and recorded in writing with mutual consensus of both the parties.

6.20 AMENDMENT

Unless otherwise stated expressly, the MoU/MoU signed with the empanelled vendor(s) shall be modified only by an instrument in writing duly executed by both the parties.

6.21 ARBITRATION

6.21.1 Conciliation of Dispute

- a. Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this MoU shall be settled mutually and amicably between the Parties, within a time span of thirty days from the date of invocation of dispute vide a written notice by the aggrieved party. The Aggrieved Party shall notify the other party in writing about such dispute(s)/difference(s)/issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Notice/Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.
- b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, one each nominated by each party i.e. the Empanelled vendor and BECIL respectively shall try to amicably resolve/settle the dispute.

6.21.2 Reference of Dispute to Arbitration proceeding post conciliation

- a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the MoU, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
- b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
- c) The Arbitration Proceeding shall commence within a span of thirty days from the date of receipt of Invocation Notice complete in all respects as mentioned above,
- d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
- e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this MoU.
- h) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Empanelled vendor/Agency shall be reimbursed by the Empanelled vendor/Agency.
- i) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Empanelled vendor in all respects.

6.22 JURISDICTION

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and

construed in accordance with, the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this MoU.

6.23 FORCE MAJEURE

For the purpose of this MoU, the term “Force Majeure” shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by the Government Agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by of such Party’s agents or employees, nor(ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this EOI, and avoid or overcome with persistent effort in carrying out its respective obligations.

In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

6.24 SUB-CONTRACTING

The Empaneled vendor shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent of BECIL.

6.25 EXTENSION OF TIME

- 6.25.1 It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the Client and its officials.
- 6.25.2 Any period within which Empanelled vendor is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the Empanelled vendor was unable to perform such action.
- 6.25.3 Any extension of time agreed upon mutually shall be documented in writing and signed by both the parties to be affected.

6.26 TRANSFER AND SUB-LETTING

Transfer and sub-letting is not allowed.

6.27 ASSIGNMENT

- 6.27.1 All terms and provisions of this EOI and subsequent MoU/ Agreement / work order with the successful Empanelled vendor shall be binding on both the parties and their respective successors and permitted assigns.
- 6.27.2 Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the MoU/ Agreement / work order, to any third party.
- 6.27.3 BECIL may assign or novate all or any part of the MoU/ Agreement / work order and the Agency

shall be a party to such novation, to any third party MoU to provide outsourced services to BECIL or any of its nominees.

6.28 NON-EXCLUSIVE

It is agreed and certified that this MoU is on a non-exclusive basis and the parties are at liberty to enter into similar MoUs with others (Provided however, the system integrator shall ensure that it is entering into MoU, with other parties shall not in any way conflict with or affect the BECIL interests, rights, remedies under this MoU or in law).

6.29 PERSONNEL

- i. The personnel assigned by the Empanelled vendor to perform the Services shall be the employees of the Empanelled vendor, and under no circumstances shall such personnel be considered employees of BECIL or its nominated agencies. The Empanelled vendor shall be responsible for the supervision and control of its personnel and for payment obligations of such personnel's compensation, including salary, withholding of income taxes and social security taxes, workers compensation, employee and disability benefits and the like and shall be responsible and accountable for all obligations of an employer according to applicable laws, rules and regulations.
- ii. The empanelled vendor shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications, skills and experience to perform the Services. If BECIL requests that any personnel employed by the Empanelled vendor be replaced, the substitution of such personnel shall be accomplished as per the terms of this EOI and subsequent MoU/ WO
- iii. The empanelled vendor shall be responsible for the performance of all its obligations under the MoU and shall be liable for compliance with all relevant labor acts and statutory legislations.

6.30 COMPLIANCE WITH APPLICABLE LAW

Each Party to the MoU/ Agreement / work order accepts that its individual conduct shall (to the extent applicable to it) always comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken. In case of changes in such laws, rules and regulations which result in a change to the Services, shall be dealt with as an exceptional situation with the objective to realign the part getting violated under the revised laws with minimal changes to achieve the objective existent prior to the change. For avoidance of doubt, the obligations of the Parties to the MoU are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

6.31 SEVERABILITY

If any provision of the MoU/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or un-enforceability of such provision or part provision shall not affect the other provisions of the MoU/ Agreement / work order or the remainder of the provisions in question which shall remain in full force and effect. The concerned Parties shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the economic, social, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

6.32 ENTIRE MOU

The MoU/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the EOI, all the corrigendum's, response to queries etc. that may be issued against this EOI and the Empanelled vendor's offer including presentation and all supporting documents shall constitute the entire MoU/ Agreement / work order between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this clause shall be

interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

6.33 LIQUIDATED DAMAGES

If the Empanelled vendor fails to achieve the completion of the work in accordance with the scheduled completion date as given in the MoU or the subsequent Work Order issued thereto, BECIL may without prejudice to any other right or remedy available to it as under the MoU or Law:

- a) Recover from the Empanelled vendor liquidated damages equivalent to a sum of 0.5% of the value of the undelivered goods/services for each week of delay beyond the scheduled date of completion or delivery, subject to a maximum of 10% of the Contract value or such liquidated damages as may be imposed by the Client, whichever is higher (due to the failure of the Empanelled vendor to meet the contractual obligations)
- b) The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.
- c) BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Empanelled vendor which has become due or payable (which shall also include BECIL's right to claim such amount against Empanelled vendor's Bank Guarantee) from any of the Contracts being executed with BECIL.
- d) Any such recovery of Liquidated Damages shall not in any way relieve the Empanelled vendor from any of its obligations to complete the works or from any other of its other obligation and liabilities under the MoU.

ARTICLE 7: SPECIAL TERMS & CONDITIONS

7.1 Payment Terms

The payment terms will be strictly followed as per the payment milestone decided by the end-user/as decided by BECIL for respective projects.

7.2 MSME

- a) The Empanelled vendor acknowledges and confirms that BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the Empanelled vendor shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.
- b)
- c) Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the Client, the Empanelled vendor agrees to waive any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Empanelled vendor Agreement. The Empanelled vendor further waives its right to claim Interest on delayed payment by BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.
- d) The empanelled vendor to give the undertaking as per Annexure-9, on a non-judicial stamp-paper of Rs. 100/-.

7.3 Sub-Contracting

- a) The empanelled vendor shall not be permitted to appoint any delegate/sub-contractor for services under this EOI or under the projects to be executed, post empanelment of the vendor. However, in exceptional cases, sub-Contractor may be hired at local areas in view of cost saving measures, only with prior approval of BECIL.
- b) Further, the empanelled vendor shall not assign the work to any blacklisted/debarred entity directly or indirectly in any other manner and in case of violation; the MoU is liable to be terminated along with forfeiture of Security Deposit, without prejudice to rights of BECIL to pursue any other legal/remedial/penal measures.
- c) Also, the empanelled vendor will not outsource the work to other companies without the prior consent of BECIL. If it so happens then BECIL will take action, which will include: forfeiture of the security deposit (including the ones submitted for other work orders) and termination of the empanelment/MoU for default.

7.4 Decisions and Instructions

BECIL's decision shall be binding on the empanelled vendor/vendor, except where otherwise specifically stated. The Empanelled vendor/vendor shall carry out all instructions pertaining to the MoU/MoU/EOI/RFP and comply with the applicable laws.

7.5 Trademarks and Publicity

The empanelled vendor shall not use the trademarks of the other Party without the prior written consent of the other Party except that Empanelled vendor may, upon completion, use the Project as a reference for credential purpose.

7.6 Title and Risk

All risks, liabilities, and obligations to be performed as a part of the Scope of Work of the empanelled vendor shall be borne by the empanelled vendor. The empanelled vendor shall always ensure that the hardware, software, any other infrastructure used for performing the MoU shall be free from any lien, charges or other claims, and they are to use only authorized software.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this MoU as of the date first above mentioned.

This MoU has been signed on behalf of the parties by their respective duly authorized representatives as of the Effective Date.

**For and on behalf of
Broadcast Engineering Consultants India
Limited (BECIL)**

**For and on behalf of
M/s [Vendor Name]**

Signature:

Name:

Designation:

Date:

Signature:

Name:

Designation:

Date:

Annexure-13-A**Experience of Execution of Projects**

Sl. No.	Name of the Client	Name of Work/ Description of Work executed	Value of Contract	Relevant Financial year	Awarded Date	End Date	Proof of Documents (work order/agreement/completion certificate)	Page No.

NOTE: (Please note that for the purpose of eligibility criteria and marking, the work experience of the bidder will be taken into account for only those projects for which the certificate in Annexure-13-B has been submitted along with bid. In absence of Certificate, the work experience shall not be counted.)

Annexure-13-B**EXPERIENCE/COMPLETION/ONGOING WORK CERTIFICATE**

(Please note that for the purpose of eligibility criteria and marking, the work experience of the bidder will be taken into account for only those projects for which the certificate in Annexure-13-B has been submitted along with bid. In absence of Certificate, the work experience shall not be counted.)

Name of Work: The work of..... (Full name of the work) –“has been Completed/ongoing with following details

1	Name & complete address of the contractor				
2	Nature of entity (partnership firm/company)				
3 (a)	In case of partnership firm/IV, the names & shares of various partners members (as applicable)				
(b)	In case of pvt./ltd. Company, the names of directors				
4	Date of Acceptance/Letter of Acceptance				
5	Brief description of nature & scope of work				
6	Agreement No. & date				
7	Original Agreement Cost Final Agreement Cost				
8	Total payment made along with financial year wise break-up	FY's			
		Amount			
9	Original date of completion (DOC)				
10	Actual date of completion Whether extension to DOC given with penalty or without penalty				
11	LD/Penalties/other recoveries made in contract				
13	GST/Service Tax (Included/Excluded) in payments				
14	Performance of contractor (Satisfactory/unsatisfactory)				

Note: Kindly indicate that whether payment made was/is inclusive/exclusive of GST/Service Tax component. In case no information is provided on Service Tax/GSTax in uploaded certificate, then final payment received under the work will be considered including the portion of 18.00% on account of GST for evaluation purpose.

It is certified that the above work has been completed successfully in accordance with provisions of contract

Date of issue of certificate []

Annexure-14**Pan-India Execution of Assignments**

Sl. No.	Category Code of Scope of Work (clause 2.2 of EOI)	Name of the Client	Name of Work/ Description of Work executed	Value of Contract	Relevant Financial year	District and State of the Project executed	Proof of Documents (work order/agreement/completion certificate)	Page No.

PERFORMANCE BANK GUARANTEE

M/s Broadcast Engineering
Consultants India Limited,
14-B, I.P.Estate, Ring Road,
New Delhi

B.G. NO. :
DATE OF ISSUE :
VALIDITY :
AMOUNT :

Against order No. Dated for (Value Rs.....) (hereinafter called as the said contract) entered into between the Broadcast Engineering Consultants India Limited having its head office at 14-B, I.P.Estate, Ring Road, New Delhi 110 002 and Corporate Office at C-56/A-17, Sector-62, Noida-201307 (U.P.) (hereinafter called the BECIL) and M/s..... (hereinafter called the supplier/contractor), this is to certify that at the request of the supplier we(Bank), having its principal office in India at (hereinafter referred to as "Bank" which term shall mean and include unless to repugnant to the context or meaning thereof, its successors and permitted assigns etc.), bind ourselves as primary obligor and not merely as surety, hereby irrevocably unconditionally and absolutely guarantee and undertake to pay BECIL against any loss or damage caused to or suffered or would be caused to or suffered by the BECIL by reason of any failure of the supplier to perform or Omission or negligence to perform any part of his/their obligation, viz. the performance of the contract till warranty period i.e., to the satisfaction of the purchaser in term of the said contract.

1. We.....(Bank) do hereby undertake, bind ourselves and guarantee that in the event of any default/ failure on the part of the supplier to observe all or any of the conditions/terms prescribed/ to be prescribed by BECIL in regard to the above said order till the warranty period i.e. to pay forthwith to the BECIL or its successor the amount due and payable under this guarantee on BECIL first written demand received on or before, at our counters at without any demur, protest and without reference to the supplier and notwithstanding any contestation by the supplier or existence of any dispute whatsoever between BECIL and the supplier merely on a written demand from the BECIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BECIL by reason of any breach by the said supplier (s) or any of the terms and conditions contained in the said contract or by reason of the supplier(s) failure or omission or negligence to perform the said contract till warranty period or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank upon this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
2. We.....(Bank), further agree to pay to the BECIL the amount so demanded by the BECIL, notwithstanding:
 1. Any dispute or difference between the BECIL or the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto, or
 2. The invalidity, irregularity or unenforceability of the contract or

3. Any other circumstances which might otherwise constitute discharge of this guarantee including any act or omission or commission on the part of the BECIL to enforce the obligation by the contractor or any other person for any reason whatsoever.
4. Any forbearance or indulgence of any kind shown by BECIL to the supplier and/or any change in the conditions of the said order.
3. We.....(Bank) further agree that the Guarantee herein contained shall be contained one and remain in full force and effect during the period that would be taken for the performance of the said order till warranty period and that it shall continue to be enforceable till all the dues of the BECIL under or by virtue of the said order till warranty period have been fully paid and its claims satisfied or discharged or till BECIL certifies that the terms and conditions of the said order till warranty period have been fully and properly carried out by the said supplier and accordingly discharge this guarantee or until the expiry of this guarantee i.e., whichever is earlier.
4. We(Bank) further agree with BECIL that the BECIL shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said suppliers from time to time or to postpone from any time or from time to time and of powers exercisable by the BECIL against the said suppliers and forbearance or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said suppliers or for any forbearance, act or omission on the part of the BECIL or any indulgence by the BECIL to the said suppliers.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier.

Notwithstanding anything to the contrary contained herein, the liability of(Bank) under this guarantee is restricted to a maximum total amount of Rs..... (Rupeesonly). Our guarantee shall remain in force until Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by(Bank & Branch) delivered by hand, courier or registered post, prior to close of banking business hours on, failing which all rights under this guarantee shall be forfeited and(Bank) shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Delhi shall have exclusive jurisdiction. Kindly return the original of this guarantee to(Bank & Branch) upon the earlier of (a) its discharge by payment of claims aggregating to Rs..... (Rupees only), (b) fulfillment of the purpose for which this guarantee was issued; or (c) All claims under this guarantee will be made payable at(Bank & Branch).

Standard Terms & Conditions

(A). The starting date of work order is as mentioned in financial specifications or from the deployment of manpower at client site, whichever is later.

(B). Labour Law Compliances:

1. Vendor must ensure All the rates quoted shall be driven by the Government Notifications considering the current Minimum Wages Act, 1948 & The Minimum Wages (Central) Rules, 1950, The Contract Labour (Regulation and Abolition) Act, 1970, The Contract Labour (Regulation and Abolition) Central Rules, 1971, The Equal Remuneration Act, 1976 & The Equal Remuneration Rules, 1976, The Payment of Bonus Act, 1965 & The Payment of Bonus Rules, 1975, The Payment of Gratuity Act, 1972 & The Payment of Gratuity (Central) Rules, 1972, ESI and PF & TDS and would be liable to get amended against the new notifications in future.

2. The vendor must disburse salary within 7 working days to the manpower directly in their respective bank accounts on the basis of attendance provided by the client.

3. Welfare and Health of Contract Labour:

a. **Canteens:** Wherein contract labour numbering one hundred or more is ordinarily employed by a contract, vendor must ensure that one or more canteens shall be provided and maintained for the use of such contract labour.

b. **Rest Rooms:** Vendor must ensure such number of rest-rooms or such other suitable alternative accommodation within such time as may be prescribed.

c. **Drinking Water:** Vendor must ensure a sufficient supply of wholesome drinking water for the contract labour at convenient places.

d. **First Aid Facilities:** The vendor must ensure the provision of and to be readily accessible during all working hours, a first aid box equipped with the prescribed contents at every place where contract labour is employed.

4. Wages to Contractual Employee:

a. The vendor must fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.

b. Where the employment of any worker is terminated by or on behalf of the client the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

c. All payments of wages shall be made on a working day of the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

d. All wages shall be paid in current coin or currency or in both.

e. Wages shall be paid without any deductions or any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).

f. A **'Wage Period Notice Board'** is required to be displayed at the work site (i.e. client's site) where the contractual manpower is deployed. A draft notice board is enclosed as Annexure I, for reference purpose. The vendor must ensure compliance.

g. An authorised personnel from the client may be present at the place, and time of disbursement of wages by the vendor to contractual employee. A register in FORM – B is to be maintained as a record for disbursement of wages at the client site for the perusal of the contractual employees, principal employer, inspecting officer, etc. The register is to be regularly updated (preferably monthly) (Annexure VII).

5. **Registers and Records and Collection of Statistics:-** The principal employer shall maintain in respect of each registered establishment all the following mentioned four registers, and be physically available at each client site:

- FORM A: FORMAT OF EMPLOYEE REGISTER (Annexure II)
- FORM B: FORMAT OF WAGE REGISTER (Annexure III)
- FORM C: FORMAT OF REGISTER OF LOAN/RECOVERIES (Annexure IV)
- FORM D: FORMAT OF ATTENDANCE REGISTER (Annexure V)

6. An **'Act Abstract Notice Board'** is required to be displayed at the work site (i.e. client's site) where the contractual manpower is deployed. A draft notice board is enclosed as Annexure VI, for reference purpose.

7. All registers and other records required to be maintained under the Act and rules, shall be maintained complete and up-to-date, legibly in English or Hindi.

8. All the registers and other records shall be preserved in original for period of **three calendar years** from the date of last entry therein.

9. All the registers, records and notices maintained under the Act or rules shall be produced on demand before the Inspector or any other authority under the Act or any person authorised in that behalf by the Central Government.

10. Where no deduction or fine has been imposed or no overtime has been worked during any wage period, a 'nil' entry shall be made across the body of the register at the end of the wage period indicating also in precise terms the wage period to which the 'nil' entry relates, in the respective registers maintained in Forms.

11. Notwithstanding anything contained in these rules, where a combined or alternative form is sought to be used, to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder or any other laws or regulations or in cases where mechanised pay rolls are introduced for better administration, alternative suitable form or forms in lieu of any of the forms prescribed under these rules, may be used with the previous approval of the Chief Labour Commissioner (Central).

12. A **'Wage Period Notice Board'** is required to be displayed at the work site (i.e. client's site) where the contractual manpower is deployed. A draft notice board is enclosed as Annexure C, for reference purpose.

13. A copy of the notice shall be sent to the Inspector and whenever any changes occur the same

shall be communicated to him forthwith.

14. Payment of Equal Remuneration to men and women workers for same work or work of similar nature:

- a. Vendor shall not pay to any worker, deployed by him in an establishment or employment, remuneration, whether payable in cash or in kind, at rates less favourable than those at which remuneration is paid by him to the workers of the opposite sex in such establishment or employment for performing the same work or work of a similar nature.
- b. Vendor shall **not**, for the purpose of complying with the provisions of sub- section (1), reduce the rate of remuneration of any worker.
- c. Where, the rates of remuneration payable before the commencement of this Act for men and women workers for the same work or work of a similar nature are different only on the ground of sex, then the higher (in cases where there are only two rates), or, as the case may be, the highest (in cases where there are more than two rates), of such rates shall be the rate at which remuneration shall be payable, on and from such commencement, to such men and women workers: Provided that nothing in this sub-section shall be deemed to entitle a worker to the revision of the rate of remuneration payable to him or her with reference to the service rendered by him or her before the commencement of this Act.
- d. **No discrimination to be made while recruiting men and women workers:** On and from the commencement of this Act, no employer shall, while making recruitment for the same work or work of a similar nature or in any condition of service subsequent to recruitment such as promotions, training or transfer, make any discrimination against women except where the employment of women in such work is prohibited or restricted by or under any law for the time being in force: Provided that the provisions of this section shall not affect any priority or reservation for scheduled castes or scheduled tribes, ex-servicemen, retrenched employees of any other class or category of persons in the matter of recruitment to the posts in an establishment or employment.
- e. **Payment of Minimum Bonus:**
 - i. Subject to the other provisions of this Act, vendor shall be bound to pay to every employee in respect of the accounting year commencing on any day in the year 1979 and in respect of every subsequent accounting year, a minimum bonus which shall be **8.33 percent** of the salary or wage earned by the employee during the accounting year or one hundred rupees, whichever is higher, whether or not the vendor has any allocable surplus in the accounting year.
 - ii. Vendor shall prepare and maintain the following registers, namely:-
 - FORM A: Computation of the allocable surplus under Section 2(4) (ANNEXURE VII)
 - FORM B: Set-on, Set-off of Allocable Surplus Under Section 15 (ANNEXURE VIII)
 - FORM C: Bonus Paid to the Employees for the Accounting Year Ending On (ANNEXURE IX)
 - FORM D: Annual Return: Bonus paid to employees for the accounting year ending on _____(ANNEXURE X)

15. Vendor must maintain the details of gratuity payments to the contractual manpower which includes details of personnel resigned/retired/died/disabled during the last 3 years, their gratuity entitlement and amount of gratuity paid to them with date as per their entitlement. A register is to be maintained, preferably in the format enclosed as Annexure XI.

16. Notice Of Opening, Change Or Closure Of The Establishment:

- i. Within thirty days of the rules becoming applicable to an establishment, a notice in Form 'A' (ANNEXURE XII) shall be submitted by the vendor to the controlling authority of the area.
- ii. A notice in Form 'B' (ANNEXURE XIII) shall be submitted by the vendor to the controlling authority of the area within thirty days of any change in the name, address, employer or nature of business.
- iii. Where vendor intends to close down the business he shall submit a notice in Form 'C' (ANNEXURE XIV) to the controlling authority of the area at least sixty days before the intended closure.

(C). Payment Terms:

1.
 - a. The Payments to vendor will be made on the basis of the man months of the services provided at BECIL / Client locations all over the country.
 - b. Payment to the vendor shall be made subject to availability of advance funds / receipt of corresponding payment from the client to BECIL.
2. All payments to vendor will be made subject to deduction of applicable TDS (Tax deduction at Source) as per rules in vogue, penalty for late payments and other taxes if any as per Government of India rules.
3. The vendor will submit Pre-receipted bills in triplicate by the 10th day of the succeeding month enclosing therewith:
 - a. The vendor will make the payment to their deployed staff, on receipt of a satisfactory performance certificate from the project head/user's authorized representative. The payment will be made for the number of days worked in a month as reported by the project head/user's representative within 7 days of the receipt of such information. This certificate should be sent to BECIL along with the bills.
 - b. The vendor will submit a copy of the appointment letter issued to the deployed professionals, and the attendance sheet duly verified by the client along with the bill for claiming reimbursement for the services provided to BECIL or its clients.
 - c. Attendance sheet duly verified by client and Proof of Payment in the form of acquaintance roll, duly signed with date to the individuals concerned for the local staff or proof of dispatch of draft or proof of ECS transfer, giving bank name, draft/ECS number, date and amount paid to the outstation individuals.
 - d. Support documents for payment of TA/DA to the vendor professionals for the journeys performed on official duty, duly certified by BECIL project head /Client's representative. Such payments shall be made by vendor to the employee and the actual amount so paid shall be reimbursed to vendor by BECIL on back to back basis after receipt of corresponding payment from the client. Vendor charges are not applicable on the TA/DA.

- e. Location wise pre-receipted bills in triplicate will be raised in terms of man-months for corresponding locations if man power is deployed in different locations in a work order.
4. Payment to the vendor will be made within 15 days of submission of complete documents subject to receipt of corresponding payment to BECIL from its client.
5. Vendor shall submit BG of same amount and period wherein BECIL submits bank guarantee to client in the format acceptable to BECIL.
6. The increment in salary to deployed professionals under this work order shall be allowed subject to provision of such increment under contract with client and on approval of the client.
7. Man power should be deployed on holidays (Saturday, Sunday and general holidays) after obtaining prior approval from the competent authority of the project site/client.
8. The Leaves of the deployed will be governed by the BECIL or its Client's consent with appropriate approvals. Any leaves marked in the attendance without approval will lead to deduction of salary.
9. In case any Tax liability comes on BECIL because of the late submission of bills by the vendor, the same will be recovered from the vendor.

(D). Security & Safety:

1. The deployed manpower must adhere to the safety & security rules and regulations being followed by the client at the place of deployment.
2. The vendor will ensure that no information about the client's organisation like software, hardware, file, database and the policies of the client organisation is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
3. The vendor or its deployed personnel, by the virtue of working on BECIL / client's projects, cannot claim any rights on the work performed by them. BECIL / client will have absolute rights on the work assigned and performed by them. Neither any claims of the vendor or its deployed professionals will be entertained on the deliverables.
4. The vendor should ensure that the deployed manpower do not cause any loss/damage to the client or its properties. In case of such incident of happening the consequences or loss has to be borne by vendor.
5. Making and provision of ESI Card for each person deployed to work with the end client as contractual resources within one month of joining should be ensured by the vendor. In case ESI card is not made and there is any medical emergency, expenditure incurred by the staff shall be deducted from the payment to be made to the vendor.
6. Where ESI Act is not applicable, the vendor shall make available equivalent insurance coverage under the provisions of Employees Compensation Act (EC Act 1923) and medical benefits to manpower provided by them. The vendor shall arrange for necessary ESI / EC cover & medical even for any staff deployed for very short duration under the agreement. The Vendor is required to submit a copy of ESI coverage/ EC cover / med claim policy to BECIL indicating overage of personnel deployed at client site.

In the event of any claim arising out of any mishap and in the event of any liability. BECIL shall not be responsible and the vendor shall be sole responsible for liability of the payment in this regard.

(E). Penalty:

1.
 - (a) The vendor will continue with the deployed resources unless a change request comes from the customer / the employed person defaults on service terms & conditions and is terminated / any other inevitable situation. BECIL must be informed in case of any change.
 - (b) In case of new deployment, the vendor will deploy the requisite resources / manpower within 21 working days of placing the work order by BECIL.
 - (c) Beyond the stipulated timeline in para (a) and (b) above a penalty of Rs. 100 per day per person for manpower getting up to Rs. 25,000/- PM and @ Rs. 500 per day per person for manpower getting salary more than Rs. 25,000/- PM will be obtained from alternate sources at the risk and cost of the vendor. Work order cancellation charges will be applicable.
2. The vendor will ensure that salaries are given to the deployed resources / Manpower in time. Any unjustifiable delay, beyond ten (10) working days from the receipt of the satisfactory performance / attendance report, will attract a penalty @ Rs. 100/- (Rupees hundred only) per day per person for manpower getting salaries up to Rs. 25,000/- PM and Rs. 500 per day per person for manpower getting salary more than Rs. 25,000/- PM will be levied for a period of 15 working days and after that the work order can be cancelled by BECIL and manpower will be obtained from alternate source at the risk and cost of the vendor. Work Order cancellation charges will be applicable.
3. The selected vendor will not outsource the work to other companies without the prior intimation to BECIL. If it so happens, then BECIL will impose sanctions which will include: revocation of bank guarantees (including the ones submitted for other work orders.) and termination of the contract for default.
4. In the event of the vendor's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with BECIL, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
5. The disbursement of the salaries of the deployed resources would directly be linked to the receipt of the Performance Certificate / Attendance Certificate of all the deployed resources duly signed by the project coordinator / project heads of the BECIL or its clients.
6. The vendor is liable to pay work order cancellation charges of 2 % of value of work order which will be realized through the pending bills or Security Deposit or by raising claims.
7. In case of 5 consecutive cancellations of the work orders in a row, vendor empanelment will be kept on hold for 3 months and work will be done through alternate sources at the risk and cost of the vendor.
8. In any of the defaults described above, BECIL reserves the right to get the work done through

alternate sources at the cost and risk of the vendor.

9. All terms & condition applicable to BECIL for this work, shall be applicable back to back on the vendor.

10. Any damage / loss whatsoever at any time including the work done by manpower at the client site will be at vendor account.

(F). Termination:

1. BECIL reserves the rights to terminate the work order and services by issuing 15 days' notice at any time without assigning any reason.

2. Termination for Default

a. Default is said to have occurred

(i) If the vendor fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by BECIL.

(ii) If the vendor fails to perform any other obligation(s) under the contract / work order.

b. If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from BECIL (or takes longer period in spite of what BECIL may authorise in writing), BECIL may terminate the contract / work order in whole or in part. In addition to above, BECIL may at its discretion also take the following actions.

c. BECIL may transfer upon such terms and in such manner, as it deems appropriate a work order for similar support service to other vendors and the defaulting vendor will be liable to compensate BECIL for any extra expenditure involved towards support service to complete the scope of work totally.

d. Vendor services will be terminated automatically in case the client terminates the BECIL services.

(G). Other Conditions:

1. In case of any future liability of bonus, gratuity and maternity benefits or any other statutory liabilities, all such payments shall be made by vendor to the deployed manpower.

2. Any issues arising during the period of manpower services which are beyond the scope of this work order shall be liability of the vendor.

3. Client may anytime during the given period of services, request change/ replacement of manpower by giving 07 days written/ email notice if found unsatisfactory.

4. **Arbitration:** BECIL and the vendor will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with this empanelment

letter, work order / contract. If any dispute will arise between parties which cannot be resolved amicably, such dispute will be referred to the sole arbitrator appointed by CMD, BECIL and the award to the arbitration will be final and binding on both the parties. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 and the rules made there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be conducted in the English language and will be held in Delhi, India.

5. **Jurisdiction:** Delhi shall have exclusive jurisdiction over all the disputes between BECIL and Vendor.

6. Vendor shall maintain and submit all proof/records pertaining to engagement /payments to manpower resource engaged with the client at site and in respect of all other compliance under different laws as and when asked by BECIL and shall also be required to deposit proof of ESI/PF/GST to BECIL every month.

7. Manpower provided under this work order shall sign Non-Disclosure Agreement with Client before deployment as per the requirement and in a format provided by client in case the same is required by client.

8. Force Majeure:

a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by BECIL:

- i. War / hostilities
- ii. Riot or Civil commotion
- iii. Earthquake, flood, tempest, lightning or other natural physical disaster.
- iv. Restrictions imposed by the government or other statutory bodies, which is beyond the control of the vendor, which prevent or delay the execution of the order by the vendor.
- v. Epidemics, Pandemics like COVID-19 etc.

b. The vendor will advise BECIL in writing, duly certified by the local chamber of commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of delay lasting for more than one month, if arising out of clauses of force majeure, BECIL reserve the right to cancel the order without any obligation to compensate the vendor in any manner for what so ever reason.

9. Indemnity:

- a. The empanelled vendor will indemnify BECIL and its client organisations of all legal obligations of its professionals deployed for BECIL projects.
- b. BECIL and its clients also stand absolved of any liability on account of death or injury sustained by the vendor staff during the performance of this Work Order and also for any damage or compensation due to any dispute between the vendor and its staff.

10. The vendor has to ensure that they don't charge any money / fees / deductions in whatever manner, name, or form, or take any monetary / non- monetary considerations or any unlawful deductions from the compensation / salary of the manpower / employees / resources / engaged by it and, to be deployed at the end client site. The vendor shall further ensure that they will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as material breach of the work order in which case BECIL shall have the right to take appropriate independent action including termination of the work order and as per BECIL's management decision.
11. The vendor has to submit an undertaking verifying that salaries being paid to various manpower under managed service is not below the prevailing minimum wages for that category with respect to the existing government norms.
12. **Severability:** In any provision of the work order is or becomes invalid or unenforceable or prohibited by the law of the place where it is performed, the work order shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability to be of the remaining provision shall not be affected in any manner and the parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, illegal or unenforceable provision as nearly as is practicable to such invalid, illegal or unenforceable provision, failure to agree upon any such provisions shall not be subject to dispute resolution under this agreement or otherwise.
13. **Integrity & Limitation:** Supplier shall maintain high degree of integrity during the course of its dealing with the business / contractual relationship with BECIL. If it is discovered at any stage that the business / WO was secured by playing fraud or misrepresentation or suppression of material facts such WO shall be voidable at the sole option of the competent authority of BECIL. For avoidance of doubts no rights shall accrue to the supplier in relation to such business / WO and BECIL or any entry thereof shall not have or incur any obligation in respect thereof. The supplier shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation or suppression of material facts.
14. Any other Terms & Conditions not mentioned in this work order but applicable to BECIL in future, the same shall be applicable to the vendor on back to back basis.